



TOWN BOARD MEETING AGENDA

June 05, 2024

7:00 PM

A. James Bold Meeting Room

AGENDA

WORKSHOP - Board Room - 6:15 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

COMMUNITY EVENTS

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

FARMER’S MARKET: Every Wednesday from 2-5 at Abele Park, across from Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

VETERAN'S BREAKFAST – In recognition of the courageous service and sacrifice of America’s Armed Forces, the Town of Halfmoon will host a complementary Veterans Breakfast on Saturday, June 8, 2024 at 9am at the Halfmoon Senior Center, located at 285 Lower Newtown Road.

CONCERT IN THE PARK – Friday, June 14th from 6:30 – 9:00pm at the Stage in the Town Park. Joe Adee & the Lug Nuts will be playing under the stars!

SENIOR CENTER SPRING BAZAAR AND CHICKEN BBQ.

The Halfmoon Seniors will be holding their Spring Bazaar on Saturday June 15, 2024 from 9:00 am to 2:00 pm. Grandma's Treasures, Crafters, Quilters, and the Best Baked Goods in Town!!

Miller’s Chicken BBQ from 11:00 am to 1:00 pm. 1/2 chicken, baked potato, coleslaw, and corn bread all for \$15.00!!

Tickets can be purchased at the Senior Center and the Town Clerk's Office - Your support for our Seniors is appreciated!!!

COMPREHENSIVE PLAN COMMITTEE MEETING June 20, 2024 at 6 pm in the A. James Bold Meeting Room. Residents are welcome to attend.

HALFMOON COMPREHENSIVE PLAN UPDATE PAGE is now live at <https://www.planhalfmoon.com/> . Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.

Join the Town of Halfmoon as we honor Revolutionary War Captain Elias Steenbergh by dedicating his headstone provided by the US Dept. of Veterans Affairs and placed next to his wife Katherine in the Middletown Cemetery on Grange Road, just off Halfmoon Drive. The unveiling will be held on Thursday, June 27th at 2:00pm. This is one of the many events that the 250th Commission will hold leading up to the 250th Anniversary of the Revolutionary War.

HALFMOON CELEBRATIONS DRIVE-IN MOVIE NIGHT IN THE PARK.

Friday, June 28th at the Halfmoon Town Park, 162 Route 236, Halfmoon.

Free Admission, and free popcorn and water for all, while supplies last. Movie begins at dusk (approx. 8:30 pm)

Visit Halfmoon Celebrations website for more information
at: halfmooncelebrations.org

TOWN MEETINGS:

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

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

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Paul Hotaling (Deputy Town Supervisor)

- a. Chair of Personnel Committee
- b. Ethics Committee
- c. Liaison to Trails & Open Space Committee
- d. Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance)
- e. Co-Chair for Character Counts

John Wasielewski (Town Board Member)

- a. Liaison to Planning Board
- b. Chair of Committee of Emergency Services & Public Safety
- c. Liaison to Animal Control and related services

Jeremy Connors (Town Board Member)

- a. Liaison to Zoning Board
- b. Chair of Business and Economic Development Committee
- c. Chair for Not-for-Profit Organizations
- d. Liaison to Comprehensive Plan Update Committee

Eric Catricala

- a. Co-Liaison to Planning Board

- b. Co-Chair of Business and Economic Development Committee
- c. Chair for Parks and Athletics Organizations
- d. Chair for Recreation
- e. Co-Chair for Character Counts
- f. Liaison to Trails & Open Space Committee

Lynda Bryan (Town Clerk)

- a. Chair of Senior Programs
- b. Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes)

- a. Chair of Committee on Resident Relations

Lyn Murphy, Esq. (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

DEPARTMENT MANAGER MONTHLY REPORTS

Animal Control, Assessor, Recreation, Senior Express, Town Clerk, Receiver of Taxes, Water

CORRESPONDENCE

1. **Received** from the Town of Clifton Park, their notice of scheduling a public hearing June 6, 2024 at 7:05 pm to discuss proposed zoning amendments to Clifton Park Town Code.
2. **Received** From NYSDOT, approval of request from Town of Halfmoon to perform a speed study on Upper Newtown Road.
3. **Received** from the Town Planning Board, Resolutions approved at the May 13, 2024 meeting.
4. **Received** from SEDC Executive Summary for Saratoga County's Major Economic Sectors.
5. **Received** from New York State Department of Taxation and Finance Office of Real Property Tax Services 2024 final State and/or Class equalization rates for the Town of Halfmoon.

OLD BUSINESS

Consideration of the amendment to the local law to add Recreation as an acceptable use in C-1 Commercial, LI-C Light Industrial, W-1 Waterfront Mixed Use and M-2 Clean Manufacturing.

NEW BUSINESS

169. **Resolution** approve Town Board Meeting Minutes of May 15, 2024.

Resolution that the Town Board approve minutes of Town Board Meeting of May 15, 2024, as presented.

Resolution Introduced by Town Clerk Bryan

170. Resolution to hire Benjamin Weeks

Resolution that the Town Board appoints Benjamin Weeks as a part time, seasonal, Highway Laborer, at Grade 2 Base pay \$21.32 per hour effective June 6, 2024, subject to pre-employment drug testing

Resolution Introduced by Superintendent of Highways Bryans.

171. Resolution to hire MJ Engineering and Land Surveying, P.C.

Resolution authorizing MJ Engineering and Land Surveying, P.C. to provide professional services associated with the evaluation for a potential crosswalk on Werner Road in accordance with the proposal submitted by MJ Engineering via email on May 16, 2024, in the not to exceed amount of \$3,500.00, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building, Planning Development Coordinator Harris.

172. Resolution authorizing the Summer Recreation Program to attend Sparetime.

Resolution, that the Town Board authorizes the expenditure of \$3,325.00 to permit those enrolled in the summer recreation program to attend the program detailed in invoice #38591452 from Sparetime Entertainment, subject to the review and approval of the Town Attorney.

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

173. Resolution authorizing the Summer Recreation Program to attend The Fun Spot.

Resolution that the Town Board authorizes the expenditure of \$7,125.00 to permit those enrolled in the summer recreation program to attend the program detailed for July 10 and July 17, 2024, from The Fun Spot and allow the Supervisor to sign any necessary documentation, subject to the review and approval of the Town Attorney.

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

174. Resolution authorizing the Summer Recreation Program to rent from Bounce Around.

Resolution that the Town Board authorizes the expenditure of \$4,735.50 to rent inflatables for the enjoyment of those enrolled in the summer recreation program as detailed in invoices #34554-34563 from Bounce Around and authorize the Supervisor to sign any documentation necessary to effectuate the rental, subject to the review and approval of the Town Attorney.

Resolution Offered by Recreation Director Department of Aging and Youth Hayes.

175. Resolution to enter into an Agreement with Evolution Construction Services.

Resolution authorizing the Supervisor to enter into an agreement with Evolution Construction Services to provide services associated with milling and paving of the Town of Halfmoon Water Plant in the not to exceed amount of \$17,440.97 pursuant to County Contract 24PWPSR-46R and to authorize the Supervisor to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

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

176. Resolution authorizes the installation of an LED street light by NYSEG.

Resolution that the Town Board authorizes the installation of an LED street light by NYSEG at the intersection of Parkford Drive and Route 146 in the Town of Halfmoon, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans.

177. Resolution authorizing renewal of Mobile Home Park Licenses for the 2024-2025 licensing year.

Resolution that the Town Board authorizes the renewal of the Mobile Home Park License for the 2024-2025 licensing year, per the inspection and approval of the Director of Code Enforcement as follows: Arrowhead MHP, Gregoire MHP, Halfmoon Heights, Hanson's Halfmoon MHC, Martindale Court, Mid-Way MHP, Springbrook, West Crescent MHP, and Vosburgh MHP, UMH Properties Inc.

Resolution Introduced by Coordinator of Building, Planning & Development Harris.

178. Resolution to enter into an Agreement with Delaware and Hudson Railroad Company.

Resolution that the Town Board authorizes the Superintendent of Highways to enter into an Agreement with Delaware and Hudson Railroad Company (D&H) doing business as Canadian Pacific for a Right of Way License Agreement to permit paving on Lower Newtown Road as required by the Railroad Company when within fifty feet of the centerline of the railroad tracks and to authorize the Superintendent of Highways to execute any documentation necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans

179. Resolution that the Town Board hereby appoints Paul Buckley as a permanent Code Enforcement Officer.

Resolution that the Town Board hereby appoints Paul Buckley as a permanent Code Enforcement Officer effective immediately to be paid at current grade and step, as he has successfully completed his Civil Service Exam.

Resolution Introduced by Building, Planning Development Coordinator Harris.

180. Resolution authorizing the Highway Superintendent to dispose of a dumpster that is no longer of use.

Resolution that the Town Board authorizes the Superintendent of Highways to dispose of a dumpster deemed no longer of use to the Town of Halfmoon, and authorizes the Superintendent of Highways to dispose the dumpster to a scrap yard and to collect the value of the dumpster as scrap metal.

Resolution Introduced by Superintendent of Highways Bryans.

181. Resolution authorizing the Supervisor to enter into an agreement with SRI Fire Sprinkler, LLC.

Resolution Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with SRI Fire Sprinkler, LLC. to perform a 5 year dry system assessment of the internal condition of piping on the fire sprinkler system at the Club House, Town Hall, Parks and Recreation, Water, and Highway in the not to exceed amount of \$8,565.00, subject to the review and approval of the Town Attorney

Resolution Introduced by Supervisor of Buildings & Grounds Maiello.

182. Resolution that the Town Board hereby authorizes the sale of a Wain Roy ¼ yard Hydraulic Grapple on Auction International.

Resolution that the Town Board authorizes the Superintendent of Highways to dispose of a Wain Roy 1/4 Yard Hydraulic Grapple, Model #009915 deemed no longer of use to the Town of Halfmoon, and authorizes the Superintendent of Highways to place on Auctions International for sale

Resolution Introduced by Superintendent of Highways Bryans

183. Resolution that the Town Board hereby appoints Paul Marlow as Senior Planning/Storm Water Management Technician/Storm Water Program Coordinator.

Resolution that the Town Board hereby appoints Paul Marlow as Senior Planning/Storm Water Management Technician/Storm Water Program Coordinator effective immediately to be paid at current grade and step, in compliance with the New York State Department of Environmental Conservation requirements, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building and Planning Development Coordinator Harris

184. Resolution authorizing the Supervisor to enter into an agreement with Canopy Roofing & Sheetmetal, Inc.

Resolution authorizing the Supervisor to enter into an agreement with Canopy Roofing & Sheetmetal, Inc. to provide services associated with the repair of the metal roof on the Town of Halfmoon Water Plant in the not to exceed amount of \$16,430.00 pursuant to proposal #24-914 dated May 13, 2024 and to authorize the Supervisor to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

185. Resolution that the Town Board hereby authorizes the sale of a 2019 Chevy 2500 HD Pickup Truck and a 2007 Condor Scissor Lift on Auctions International.

Resolution that the Town Board authorizes the Superintendent of Water & Building Maintenance dispose of a 2019 Chevy 2500 HD Pickup, and a 2007 Condor Scissor Lift, both deemed no longer of use to the Town, and to list these items on Auctions International. Subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

186. Resolution that the Town Board hereby accepts the monies from the Capital Region Transportation Council for the Halfmoon/Clifton Park County Route 109 Corridor Study.

Resolution that the Town Board hereby acknowledges and accepts \$150,000.00 from the Capital Region Transportation Council for the Halfmoon/Clifton Park County Route 109 Corridor Study to be utilized to study the corridor and determine how to best address the traffic issues in the study corridor and authorizes the Supervisor to sign any necessary documentation to proceed with the study, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highway Bryans.

187. Resolution for waiver of 30-Day waiting period for Caputo's Pizzeria of Clifton Park Inc. application for NYS Liquor License.

Resolution Introduced by Town Clerk Bryan

188. Resolution that the Town Board authorizes the Supervisor to enter into an Interagency Agreement for mutual aid and assistance with the Halfmoon Waterford Fire District #1.

Resolution that the Town Board authorizes the Supervisor to enter into an Interagency Agreement for mutual aid and assistance with the Halfmoon Waterford Fire District #1 for mutual aid and assistance services and authorize the Supervisor to execute any documents necessary to effectuate the agreement, subject to the review and approval of the Town Attorney's Office.

Resolution Introduced by Superintendent of Highways Bryans

189. Resolution authorizing the purchase of a Sharp copier from Universal Office Products, USA.

Resolution that the Town Board authorizes the Supervisor to enter into an Agreement with Universal Office Products, USA for the purchase of a Sharp MX-6071 full color copier at a cost not to exceed \$4,750.00 and authorizes the Supervisor to execute any documentation necessary for the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Personal Computer Tech Mikol

190. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

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

Resolution Introduced by Comptroller Hatter

DEBIT:	Revenues	25-980	\$4,759.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$4,759.00
CREDIT:	Appropriations	25-960	\$4,759.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$4,759.00

Information Only: The above was derived from the following breakdown of charges to be paid on June 6, 2024, Abstract for engineering and related fees.

<u>NAME</u>	<u>AMOUNT</u>
Creekview Estates	\$4,759.00
Total	\$4,759.00

PUBLIC COMMENT (For discussion of non-agenda items)

ADJOURN



Invoice for Town of Halfmoon

Spare Time Clifton Park
Invoice #38591452

Client Name: Jennifer	Date of Event: Wednesday, July 31, 2024
Company Name: Town of Halfmoon Day Camp	Time of Event: 10:00 AM - 12:00 PM
Guest Phone:	
Guest Email: jharrell@townofhalfmoon.org	Event Specialist: Kaylee Leavitt
Number of Guests: 175 Estimated Guests	Event Specialist Email: kleavitt@bowline.com
Guest of Honor: () -	Event ID: 38591452 Online Booking ID:

Qty	
175	\$13pp School/Camp Group
175	<i>- Includes 2 Hours of Bowling & Shoe Rental</i>
175	Laser Tag Group Rate: \$6 per person

Total \$3,325.00

	Total
Laser Tag	\$1,050.00
Shoe Rental	\$656.25
Bowling	\$1,618.75
Subtotal	\$3,325.00
Service Charge	20.0% \$0.00
Grand Total	\$3,325.00
Deposit	\$0.00
Estimated Amount Due	\$3,325.00



Invoice/Receipt #: 34554

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/05/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	2 Half Moon Town Plaza
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/05/2024 10:00am thru 07/05/2024 03:00pm
Location	Pavilion location
Setup Surface	Grass

Equipment Rented	
1. Pirate Combo (Dry)x1	\$325.00

SubTotal		\$325.00
General Discount: 10%	-\$32.50	\$292.50
Travel Fee for 12065	\$45.00	\$337.50
Tax: 0%	\$0.00	\$337.50
Total		\$337.50
Deposit Required		\$0.00
Due		\$337.50

Customer Comments:

Bounce Around utilizes metal stakes to secure the equipment and is NOT responsible for damage to anything below the ground surface such as but not limited to: irrigation lines, Gas lines, Septic, Phone, Data & Fiber Optic lines, water lines, pool lines, irrigation lines, electrical lines, ect. Please identify the locations of any and all lines prior to unit setup.

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Bounce Around for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Bounce Around and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Bounce Around employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Bounce Around employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Bounce Around. **Do not** allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself.

6. SAFE OPERATION ACKNOWLEDGMENT: LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE INFLATABLE UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE ALSO

REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT AND HEREBY AGREES TO PAY FIVE THOUSAND (\$5,000-\$8500) IF IT IS NOT RETURNED. THERE IS A MINIMUM CHARGE OF \$250 FOR ANY REPAIR TO THE UNIT DUE TO THE LESSEE NEGLIGENCE. A CHARGE OF \$100 PER HOUR PLUS MATERIAL WILL BE IMPOSED. MAINTENANCE: Lessee agrees to keep the Inflatable unit in the same condition as when received, ordinary wear excepted. No Silly String or any food or drink is allowed in or near the inflatables.

7. ALTERATIONS AND ATTACHMENTS: No alteration to the INFLATABLE unit will be made without prior written approval of Lessor. There will be a \$500 charge if baby oil, soap or anything other than water is applied to the water slides. Water is not to be used with inflatables that are not water slides. Do not move or alter the inflatable, Call the office emergency number below with any questions or concerns.

8 WARRANTY: Lessor warrants that the INFLATABLE unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The INFLATABLE unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the INFLATABLE unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to consequential damages, arising out of or in connection with the use or performance of the INFLATABLE unit.

9 TITLE TO INFLATABLE: Lessee agrees to keep the INFLATABLE unit in his/her custody and not to sublease, rent, sell or remove from the Delivery Address, or otherwise transfer such INFLATABLE unit. The INFLATABLE unit will remain the property of the Bounce Around and may be removed by Lessor at any time after the termination of this Rental Agreement without notice. Lessee gives Lessor permission to enter property to remove unit.

10. RELEASE OF LIABILITY: The Lessee shall be in charge of the INFLATABLE unit's operation and any other rental equipment, and is fully responsible for its operation as well as return of all equipment including the INFLATABLE unit and all other rental equipment in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other persons using the INFLATABLE unit, vending machines, dunk tanks, tents, generators or any other rental equipment and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the INFLATABLE unit or any other rental equipment (including but not limited to vending machines, generators, dunk tanks) should legal action become necessary. Bounce Around, its employees, affiliates, etc., are not responsible for damage to utility lines including, but not limited to the following: gas, phone, water, electric, cable, fiber optic, irrigation lines, overhead or anything underground.

11. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the INFLATABLE unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee. There will be a \$25.00 fee for returned checks.

12 RAIN POLICY & CANCELLATION: Deposits are nonrefundable but can be used up to 1 year if order cancelled prior to delivery date. DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF WEATHER CONDITIONS ARE ACCEPTABLE, WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. ONCE UNIT/S ARE SETUP, THERE ARE NO REFUNDS.

13 Vending machines & Generators Rentals: Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the OFF position before plugging unit in. NEVER fuel engine when it is hot. Refer to owner manual or instructions on unit. WARNING! -- Never Leave unit running unattended. DO NOT ALLOW CHILDREN TO OPERATE UNIT! Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! Never operate rental equipment in a wet environment.

14 DUNK TANK GUIDELINES : RENTER MUST HAVE AN ADULT, 18 YEARS OR OLDER, ON DUTY TO SUPERVISE THE DUNK TANK WHILE FILLED WITH WATER. DUNK TANK WILL BE DRAINED WHEN NOT ATTENDED. AGE LIMIT OF DUNKEE IS 18 YEARS OR OLDER.

15 OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME:

Town of Halfmoon

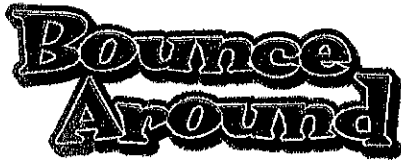
(SIGNATURE): _____

(DATE): _____

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE IN THE INDUSTRY. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE INFLATABLE IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITION.

IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT, PLEASE CALL US IMMEDIATELY.

DRAFT



Invoice/Receipt #: 34555

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/05/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	162 NY-236
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/05/2024 10:00am thru 07/05/2024 03:00pm
Location	Club House
Setup Surface	Grass

Equipment Rented	
1. Sports Mod-5 Combo x1	\$349.00

SubTotal		\$349.00
General Discount: 10%	-\$34.90	\$314.10
Travel Fee for 12065	\$45.00	\$359.10
Tax: 0%	\$0.00	\$359.10
Total		\$359.10
Deposit Required		\$0.00
Due		\$359.10

Customer Comments:

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THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Bounce Around for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee, Lessee grants Bounce Around and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

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Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Bounce Around. Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself.

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REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT AND HEREBY AGREES TO PAY FIVE THOUSAND (\$5,000-\$8500) IF IT IS NOT RETURNED. THERE IS A MINIMUM CHARGE OF \$250 FOR ANY REPAIR TO THE UNIT DUE TO THE LESSEE NEGLIGENCE. A CHARGE OF \$100 PER HOUR PLUS MATERIAL WILL BE IMPOSED.

MAINTENANCE: Lessee agrees to keep the Inflatable unit in the same condition as when received, ordinary wear excepted. No Silly String or any food or drink is allowed in or near the inflatables.

7. ALTERATIONS AND ATTACHMENTS: No alteration to the INFLATABLE unit will be made without prior written approval of Lessor. There will be a \$500 charge if baby oil, soap or anything other than water is applied to the water slides. Water is not to be used with inflatables that are not water slides. Do not move or alter the inflatable. Call the office emergency number below with any questions or concerns.

8 WARRANTY: Lessor warrants that the INFLATABLE unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The INFLATABLE unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the INFLATABLE unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to consequential damages, arising out of or in connection with the use or performance of the INFLATABLE unit.

9 TITLE TO INFLATABLE: Lessee agrees to keep the INFLATABLE unit in his/her custody and not to sublease, rent, sell or remove from the Delivery Address, or otherwise transfer such INFLATABLE unit. The INFLATABLE unit will remain the property of the Bounce Around and may be removed by Lessor at any time after the termination of this Rental Agreement without notice. Lessee gives Lessor permission to enter property to remove unit.

10. RELEASE OF LIABILITY: The Lessee shall be in charge of the INFLATABLE unit's operation and any other rental equipment, and is fully responsible for its operation as well as return of all equipment including the INFLATABLE unit and all other rental equipment in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other persons using the INFLATABLE unit, vending machines, dunk tanks, tents, generators or any other rental equipment and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the INFLATABLE unit or any other rental equipment (including but not limited to: vending machines, generators, dunk tanks) should legal action become necessary. Bounce Around, its employees, affiliates, etc., are not responsible for damage to utility lines including, but not limited to the following: gas, phone, water, electric, cable, fiber optic, irrigation lines, overhead or anything underground.

11. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the INFLATABLE unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee. There will be a \$25.00 fee for returned checks.

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15 OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME:

Town of Hattiesburg

(SIGNATURE): _____

(DATE): _____

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE IN THE INDUSTRY. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE INFLATABLE IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITION.

IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT, PLEASE CALL US IMMEDIATELY.

DRAFT



Invoice/Receipt #: 34556

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/12/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	2 Half Moon Town Plaza
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/12/2024 10:00am thru 07/12/2024 03:00pm
Location	Pavilion location
Setup Surface	Grass

Equipment Rented	
1. Teenage Mutant Ninja Turtles C4 Combo x1	\$349.00

SubTotal		\$349.00
General Discount: 10%	-\$34.90	\$314.10
Travel Fee for 12065	\$45.00	\$359.10
Tax: 0%	\$0.00	\$359.10
Total		\$359.10
Deposit Required		\$0.00
Due		\$359.10

Customer Comments:

Bounce Around utilizes metal stakes to secure the equipment and is NOT responsible for damage to anything below the ground surface such as but not limited to: irrigation lines, Gas Lines, Septic, Phone, Data & Fiber Optic lines, water lines, pool lines, irrigation lines, electrical lines, ect. Please identify the locations of any and all lines prior to unit setup.

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Bounce Around for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

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Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME: Town of Hallowell

(SIGNATURE): _____

(DATE):

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IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT, PLEASE CALL US IMMEDIATELY.

DRAFT



Invoice/Receipt #: 34557

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/12/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	162 NY-236
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/12/2024 10:00am thru 07/12/2024 03:00pm
Location	Club House
Setup Surface	Grass

Equipment Rented	
1. Sports Mod-5 Combo x1	\$349.00

SubTotal		\$349.00
General Discount: 10%	-\$34.90	\$314.10
Travel Fee for 12065	\$45.00	\$359.10
Tax: 0%	\$0.00	\$359.10
Total		\$359.10
Deposit Required		\$0.00
Dues		\$359.10

Customer Comments:

Bounce Around utilizes metal stakes to secure the equipment and is NOT responsible for damage to anything below the ground surface such as but not limited to: irrigation lines, Gas Lines, Septic, Phone, Data & Fiber Optic lines, water lines, pool lines, irrigation lines, electrical lines, ect. Please identify the locations of any and all lines prior to unit setup.

THANK YOU FOR YOUR BUSINESS!

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Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME: Town of Halfmoon

(SIGNATURE): _____

(DATE):

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DRAFT



Invoice/Receipt #: 34558

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/19/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	2 Half Moon Town Plaza
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/19/2024 10:00am thru 07/19/2024 03:00pm
Location	Pavilion location
Setup Surface	Grass

Equipment Rented	
1. 18 Tiki Plunge Water Slidex1	\$425.00

SubTotal		\$425.00
General Discount: 10%	-\$42.50	\$382.50
Travel Fee for 12065	\$45.00	\$427.50
Tax: 0%	\$0.00	\$427.50
Total		\$427.50
Deposit Required		\$0.00
Due		\$427.50

Customer Comments:

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Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Bounce Around. Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself.

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8 WARRANTY: Lessor warrants that the INFLATABLE unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The INFLATABLE unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the INFLATABLE unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to consequential damages, arising out of or in connection with the use or performance of the INFLATABLE unit.

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Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME:

Town of Hallowood

(SIGNATURE): _____

(DATE): _____

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DRAFT



Invoice/Receipt #: 34559

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/19/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	162 NY-236
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/19/2024 10:00am thru 07/19/2024 03:00pm
Location	Club House
Setup Surface	Grass

Equipment Rented	
1. Kahuna 3-1 Combo (Wet/Dry)x1	\$395.00

SubTotal		\$395.00
General Discount: 10%	-\$39.50	\$355.50
Travel Fee for 12065	\$45.00	\$400.50
Tax: 0%	\$0.00	\$400.50
Total		\$400.50
Deposit Required		\$0.00
Due		\$400.50

Customer Comments: Event Date: Contact Jim on cell (518)209-5618

Bounce Around utilizes metal stakes to secure the equipment and is NOT responsible for damage to anything below the ground surface such as but not limited to: irrigation lines, Gas Lines, Septic, Phone, Data & Fiber Optic lines, water lines, pool lines, irrigation lines, electrical lines, ect. Please identify the locations of any and all lines prior to unit setup.

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

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15 OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME: Town of Holzman

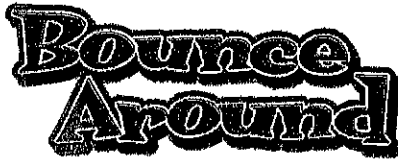
(SIGNATURE): _____

(DATE):

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DRAFT



Invoice/Receipt #: 34560

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/26/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	162 NY-236
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/26/2024 10:00am thru 07/26/2024 03:00pm
Location	Club House
Setup Surface	Grass

Equipment Rented	
1. 18' Purple Hurricane Dual Lane Water Slidex.1	\$550.00

SubTotal		\$550.00
General Discount: 10%	-\$55.00	\$495.00
Travel Fee for 12065	\$45.00	\$540.00
Tax: 0%	\$0.00	\$540.00
Total		\$540.00
Deposit Required		\$0.00
Dues		\$540.00

Customer Comments: Event Date: Contact Jim on cell (518)209-5618

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PRINT NAME: Town of Halfmoon

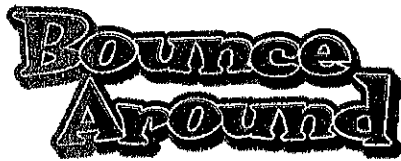
(SIGNATURE): _____

(DATE): _____

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DRAFT



Invoice/Receipt #: 34561

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	07/26/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	2 Half Moon Town Plaza
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	07/26/2024 10:00am thru 07/26/2024 03:00pm
Location	Pavilion location
Setup Surface	Grass

Equipment Rented	
1. 18' Blg Kahuna Water Slides1	\$425.00

SubTotal		\$425.00
General Discount: 10%	-\$42.50	\$382.50
Travel Fee for 12065	\$45.00	\$427.50
Tax: 0%	\$0.00	\$427.50
Total		\$427.50
Deposit Required		\$0.00
Due		\$427.50

Customer Comments:

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Lessor: Bounce Around

By my signature, I accept the terms & conditions of this Rental Agreement.

Lessee:

PRINT NAME:

Town of Halfmoon

(SIGNATURE): _____

(DATE): _____

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DRAFT



Invoice/Receipt #: 34562

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	08/02/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	162 NY-236
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	08/02/2024 10:00am thru 08/02/2024 03:00pm
Location	Club House
Setup Surface	Grass

Equipment Rented	
1. 22' Double Lane Blue Lagoon With Slip & Slidex1	\$700.00

SubTotal		\$700.00
General Discount: 10%	-\$70.00	\$630.00
Travel Fee for 12065	\$45.00	\$675.00
Tax: 0%	\$0.00	\$675.00
Total		\$675.00
Deposit Required		\$0.00
Due		\$675.00

Customer Comments: Event Date: Contact Jim on cell (518)209-5618

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THANK YOU FOR YOUR BUSINESS!

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PRINT NAME: Town of Italfmson

(SIGNATURE): _____

(DATE): _____

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DRAFT



Invoice/Receipt #: 34563

Bounce Around
537 Luzerne Road
Queensbury, NY 12804

Rental Date	08/02/2024 10:00am
Contact Person	Jim Hayes Half Moon Recreation
Event Address	2 Half Moon Town Plaza
City, State, Zip	Clifton Park, NY, 12065
Home Phone	518-209-5618
Cell Phone	518-461-9852
Event Rental Time	08/02/2024 10:00am thru 08/02/2024 03:00pm
Location	Pavilion location
Setup Surface	Grass

Equipment Rented	
1. 27' Hurricane Dual Lane Water Slidex1	\$895.00

SubTotal		\$895.00
General Discount: 10%	-\$89.50	\$805.50
Travel Fee for 12065	\$45.00	\$850.50
Tax: 0%	\$0.00	\$850.50
Total		\$850.50
Deposit Required		\$0.00
Due		\$850.50

Customer Comments: Contact Jim Hayes 518-209-5618

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PRINT NAME:

Town of Hallowell

(SIGNATURE): _____

(DATE): _____

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DRAFT

			Evolution Construction Services				
			9 Industrial Park Drive				
			Mechanicville NY 12118				
Town of Halfmoon Water Plant patch - Mill & Pave 1.5 inches							
	490 Cold Planning		ST Hours	OT Hours	ST Rate	OT Rate	Total
E	W200 I Cold Planner		3		\$350.00	\$350.00	\$1,050.00
L	Cold Planer Operator		3		\$125.00	\$165.00	\$375.00
L	Cold Planer Grounder		3		\$121.00	\$150.00	\$363.00
E	Paving Van				\$18.13	\$18.13	\$0.00
E	Water Truck				\$31.25	\$31.25	\$0.00
L	Laborer		3		\$105.00	\$145.00	\$315.00
E	Excavator 0-3				\$61.50	\$61.50	\$0.00
E	Skidsteer		3		\$65.63	\$65.63	\$196.89
L	Skidsteer Operator		3		\$125.00	\$165.00	\$375.00
E	Tractor Broom				\$37.50	\$37.50	\$0.00
L	Broom Operator				\$121.00	\$150.00	\$0.00
E	Pickup Sweeper		3		\$100.00	\$100.00	\$300.00
L	Pickup Sweeper Operator		3		\$121.00	\$150.00	\$363.00
E	Foremans Pickup				\$18.13	\$18.13	\$0.00
L	Foreman				\$121.00	\$150.00	\$0.00
	Total						\$3,337.89
	403 Paving		ST Hours	OT Hours	ST Rate	OT Rate	Total
E	Paver		4		\$187.50	\$187.50	\$750.00
L	Paver Operator		4		\$125.00	\$165.00	\$500.00
E	Roller (10-12 Ton)		4		\$80.63	\$80.63	\$322.52
E	Roller (8-10 Ton)		4		\$73.75	\$73.75	\$295.00
L	Roller Operator		8		\$125.00	\$165.00	\$1,000.00
E	Roller (2 - 5 Ton)				\$46.88	\$46.88	\$0.00
E	Skidsteer		4		\$65.63	\$65.63	\$262.52
L	SkidSteer Operator				\$125.00	\$165.00	\$0.00
E	Paving Van		4		\$18.13	\$18.13	\$72.52
E	Water Truck				\$31.25	\$31.25	\$0.00
L	Paving Foreman		4		\$121.00	\$150.00	\$484.00
E	Pickup (Foreman's)		4		\$18.13	\$18.13	\$72.52
L	Screedman		8		\$105.00	\$145.00	\$840.00
L	Raker		8		\$105.00	\$145.00	\$840.00
L	Flagger				\$97.50	\$120.00	\$0.00
	Total						\$5,439.08
	699 Mobilization		Each		Rate		Total
	W200 I		1		\$700.00		\$700.00
	Paver		1		\$700.00		\$700.00
	Skidsteer		2		\$700.00		\$1,400.00
	Loader				\$700.00		\$0.00
	Tractor Broom				\$700.00		\$0.00
	Roller		2		\$700.00		\$1,400.00
	Total						\$4,200.00
	402 Materials Asphalt Concrete	Unit	ST Hours	OT Hours	ST Rate	OT Rate	Total
	Rap Credit	Ton					\$0.00
	Type 3 Binder	Ton					\$0.00
	Type 6 top	Ton	72		\$62.00		\$4,464.00
	Recycled 6 Top	Ton					\$0.00
	Tack Coat	Gal			\$3.00		\$0.00
	Distributor Rental	HR			\$150.00	\$150.00	\$0.00
	Tack Coat Driver	HR			\$99.50	\$120.00	\$0.00
	Trucking Driver	HR			\$99.50	\$120.00	\$0.00
	Tri-Axle Truck Rental	HR			\$84.00	\$84.00	\$0.00
	Total						\$4,464.00
	Total						\$17,440.97

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



POWERED BY API GROUP

May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Club House
162 Route 236
Halfmoon, NY 12065
Est #: 24-5130

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Dry System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 plus applicable taxes

Included:

- Straight time labor
- Material

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NATIONAL FIRE PROTECTION | RELIANCE FIRE PROTECTION | RICH FIRE PROTECTION | SRI FIRE SPRINKLER | W & M FIRE & SECURITY

Customer Initials: PWL

Excluded:

- Lifts
- Wiring
- Sales Tax
- Hydrostatic testing
- Shut down fees (if required)
- Inspection/testing of sprinkler system
- Repairs/materials outside original scope
- Replacement of the missing Hydraulic Data Plate
- Labor to perform fire watch of the facility, if required to be done by others
- Covering, protection and/or moving equipment, Furniture, room finishes or fixtures

The price is firm for a period of seven (7) days.

Please note if you choose to pay with a credit card you will be charged a 4% surcharge.

By accepting this contract, you are agreeing to the attached TERMS and CONDITIONS set forth by SRI Fire Sprinkler LLC. Should you have any additional questions, please feel free to contact the undersigned.

Respectfully,

Brian Hill

Brian Hill

Estimator

SRI Fire

BrianR.Hill@srifire.us

Cell 518-807-4441

Accepted By Customer: Paul Maiello

Title: Supervisor of Buildings and Grounds Date: 5-1-24

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Customer Initials: PM

Dry/Pre-action Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- Perform Air Leakage test in accordance with NFPA-25.
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements***

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Customer Initials: PM

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves
- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

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Customer Initials: PM

SRI FIRE SPRINKLER, LLC TERMS AND CONDITIONS

1. As used herein, Customer shall mean the Owner of the system, Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them. Company shall mean SRI Fire Sprinkler, LLC.
2. Scope of Liability. The amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Work Authorization and are unrelated to the value of the Customer's property and the property of others located on or within the premises. Company makes no guaranty or warranty that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.
3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIALS (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for clearing up its own debris.
12. Customer warrants the sufficiency of the structure, asbestos free condition of the structure and that the structure is able to support the water filled weight of fire sprinkler piping system and its related equipment. Customer also warrants the adequacy of water supply, character, condition, or use of foundations, walls, or other structures, along with wiring, fixtures, or other equipment existing or erected by others.
13. Customer has reviewed, and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences thereof. Customer shall adhere to and comply with the requirements of NFPA 25. Customer shall be responsible to maintain equipment in good, working order as outlined in NFPA standards and the State Fire Marshal's Rules.
14. Payment. Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Further if any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

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Customer Initials: *PM*

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Highway Department
322 Route 146
Halfmoon, NY 12065
Est #: 24-5131

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Wet System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 *plus applicable taxes*

Included:

- Straight time labor
- Material

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Customer Initials: *PM*

Excluded:

- Lifts
- Wiring
- Sales Tax
- Hydrostatic testing
- Shut down fees (if required)
- Inspection/testing of sprinkler system
- Repairs/materials outside original scope
- Replacement of the missing Hydraulic Data Plate
- Labor to perform fire watch of the facility, if required to be done by others
- Covering, protection and/or moving equipment, Furniture, room finishes or fixtures

The price is firm for a period of seven (7) days.

Please note if you choose to pay with a credit card you will be charged a 4% surcharge.

By accepting this contract, you are agreeing to the attached TERMS and CONDITIONS set forth by SRI Fire Sprinkler LLC. Should you have any additional questions, please feel free to contact the undersigned.

Respectfully,

Brian Hill

Brian Hill
Estimator
SRI Fire
BrianR.Hill@srifire.us
Cell 518-807-4441

Accepted By Customer: Paul Maiello

Title: Supervisor of Buildings and Grounds Date: 5-1-24

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Customer Initials: PM

Wet System Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves
- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

SRI FIRE SPRINKLER, LLC TERMS AND CONDITIONS

1. As used herein, Customer shall mean the Owner of the system, Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them. Company shall mean SRI Fire Sprinkler, LLC.
2. Scope of Liability. The amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Work Authorization and are unrelated to the value of the Customer's property and the property of others located on or within the premises. Company makes no guaranty or warranty that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.
3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, properly damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for clearing up its own debris.
12. Customer warrants the sufficiency of the structure, asbestos free condition of the structure and that the structure is able to support the water filled weight of fire sprinkler piping system and its related equipment. Customer also warrants the adequacy of water supply, character, condition, or use of foundations, walls, or other structures, along with within fixtures, or other equipment existing or erected by others.
13. Customer has reviewed, and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences thereof. Customer shall adhere to and comply with the requirements of NFPA 25. Customer shall be responsible to maintain equipment in good, working order as outlined in NFPA standards and the State Fire Marshal's Rules.
14. Payment: Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Further, if any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

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NATIONAL FIRE PROTECTION | RELIANCE FIRE PROTECTION | RICH FIRE PROTECTION | SRI FIRE SPRINKLER | W & M FIRE & SECURITY

Customer Initials: PM

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Park & Recreation
324 Route 146
Halfmoon, NY 12065
Est #: 24-5132

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Dry System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 plus applicable taxes

Included:

- Straight time labor
- Material

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Customer Initials: *PM*

Dry/Pre-action Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- Perform Air Leakage test in accordance with NFPA-25.
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves
- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

SRI FIRE SPRINKLER, LLC TERMS AND CONDITIONS

1. As used herein, Customer shall mean the Owner of the system, Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them. Company shall mean SRI Fire Sprinkler, LLC.
2. Scope of Liability. The amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Work Authorization and are unrelated to the value of the Customer's property and the property of others located on or within the premises. Company makes no guaranty or warranty that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.
3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIALS (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for cleaning up its own debris.
12. Customer warrants the sufficiency of the structure, asbestos free condition of the structure and that the structure is able to support the water filled weight of fire sprinkler piping system and its related equipment. Customer also warrants the adequacy of water supply, character, condition, or use of foundations, walls, or other structures, along with wiring, fixtures, or other equipment existing or erected by others.
13. Customer has reviewed, and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences thereof. Customer shall adhere to and comply with the requirements of NFPA 25. Customer shall be responsible to maintain equipment in good, working order as outlined in NFPA standards and the State Fire Marshal's Rules.
14. Payment: Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Further, if any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

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NATIONAL FIRE PROTECTION | RELIANCE FIRE PROTECTION | RICH FIRE PROTECTION | SRI FIRE SPRINKLER | W & M FIRE & SECURITY

Customer Initials: *PM*

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Town Hall
2 Halfmoon Town Plaza
Halfmoon, NY 12065
Est #: 24-5134

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Wet System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 *plus applicable taxes*

Included:

- Straight time labor
- Material

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Customer Initials: PM

Excluded:

- Lifts
- Wiring
- Sales Tax
- Hydrostatic testing
- Shut down fees (if required)
- Inspection/testing of sprinkler system
- Repairs/materials outside original scope
- Replacement of the missing Hydraulic Data Plate
- Labor to perform fire watch of the facility, if required to be done by others
- Covering, protection and/or moving equipment, Furniture, room finishes or fixtures

The price is firm for a period of seven (7) days.

Please note if you choose to pay with a credit card you will be charged a 4% surcharge.

By accepting this contract, you are agreeing to the attached TERMS and CONDITIONS set forth by SRI Fire Sprinkler LLC. Should you have any additional questions, please feel free to contact the undersigned.

Respectfully,

Brian Hill

Brian Hill
Estimator
SRI Fire
BrianR.Hill@srifire.us
Cell 518-807-4441

Accepted By Customer: Paul Maiello

Title: Supervisor of Buildings and Grounds Date: 5-1-24

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Customer Initials: PM

Wet System Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

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Customer Initials: _____

PM

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves
- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

SRI FIRE SPRINKLER, LLC TERMS AND CONDITIONS

1. As used herein, Customer shall mean the Owner of the system, Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them. Company shall mean SRI Fire Sprinkler, LLC.
2. Scope of Liability. The amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Work Authorization and are unrelated to the value of the Customer's property and the property of others located on or within the premises. Company makes no guaranty or warranty that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.
3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for clearing up its own debris.
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14. Payment: Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Furthermore, any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

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Customer Initials: *PM*

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Water Treatment Facility
8 Brookwood Rd
Halfmoon, NY 12065
Est #: 24-5133

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Wet System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 *plus applicable taxes*

Included:

- Straight time labor
- Material

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Customer Initials: PM

Excluded:

- Lifts
- Wiring
- Sales Tax
- Hydrostatic testing
- Shut down fees (if required)
- Inspection/testing of sprinkler system
- Repairs/materials outside original scope
- Replacement of the missing Hydraulic Data Plate
- Labor to perform fire watch of the facility, if required to be done by others
- Covering, protection and/or moving equipment, Furniture, room finishes or fixtures

The price is firm for a period of seven (7) days.

Please note if you choose to pay with a credit card you will be charged a 4% surcharge.

By accepting this contract, you are agreeing to the attached TERMS and CONDITIONS set forth by SRI Fire Sprinkler LLC. Should you have any additional questions, please feel free to contact the undersigned.

Respectfully,

Brian Hill

Brian Hill
Estimator
SRI Fire
BrianR.Hill@srifire.us
Cell 518-807-4441

Accepted By Customer: Paul Maiello

Title: Supervisor of Buildings and Grounds Date: 5-1-24

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Customer Initials: PM

Wet System Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
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- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

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3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for clearing up its own debris.
12. Customer warrants the sufficiency of the structure, asbestos free condition of the structure and that the structure is able to support the water filled weight of fire sprinkler piping system and its related equipment. Customer also warrants the adequacy of water supply, character, condition, or use of foundations, walls, or other structures, along with wiring, fixtures, or other equipment existing or erected by others.
13. Customer has reviewed, and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences thereof. Customer shall adhere to and comply with the requirements of NFPA 25. Customer shall be responsible to maintain equipment in good, working order as outlined in NFPA standards and the State Fire Marshal's Rules.
14. Payment: Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Further, if any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

THE DAVIS-ULMER FAMILY OF COMPANIES

ALL STATE FIRE & SECURITY | BEACH LAKE SPRINKLER | COGSWELL SPRINKLER | DAVIS-ULMER FIRE PROTECTION
EASTERN FIRE | ELLIS FIRE | FLANNERY FIRE PROTECTION | GRUNAU FIRE PROTECTION | INTEGRATED PROTECTION SERVICES
NATIONAL FIRE PROTECTION | RELIANCE FIRE PROTECTION | RICH FIRE PROTECTION | SRI FIRE SPRINKLER | W & M FIRE & SECURITY

Customer Initials: *PM*

Canopy Roofing & Sheetmetal, Inc.
100 Echo Lane, Albany, NY 12203
518-605-9858

May 13, 2024

Proposal #24-914

Halfmoon Town Hall
111 Route 236
Clifton Park, NY 12065

Attn: Paul Maiello

emailed to: grounds@townofhalfmoon.org

Re: Roofing Work at 8 Brookwood Road, Waterford, NY 12188

On May 8th we inspected the metal roof on the Water Plant. Approximately a dozen active leaks were noted at various pipes, units, vents and expansion joints. Upon evaluation the caulking/sealing around the units, vents and pipes is dry and peeling. The roof has not had a comprehensive service since installation. We propose a "once-over" of all penetrations (35), including the expansion joint and ridge cap.

Scope of work is as follows:

- Follow OSHA guidelines for elevated work
- Pay NYS DOL Prevailing Rates (Sheetmetal - Saratoga County)
- Remove loose/deteriorated sealants from around all units, vents and pipes, ridge and expansion joint.
- Clean/dry and provide new SikaFlex Urethane and Gaco Flex Silicone as applicable to all units, vents, pipes, ridge and expansion joint. Tool sealants as required.
- Replace any loose or deteriorated fasteners.
- Patch two locations on lower EPDM roof.

For the sum of:

*Sixteen Thousand Four Hundred Thirty (\$16,430.00) Dollars
Plus Applicable Taxes*

Yours truly,

Christian K. Schwenk



CANOPYROOFS.COM



MEMORANDUM OF UNDERSTANDING

This agreement is entered into this _____ day of _____, 2024 by and between the Capital Region Transportation Council, 1 Park Place, Suite 101, Albany New York 12205 and Town of Halfmoon, 2 Halfmoon Town Plaza, Halfmoon NY 12065.

WITNESSETH

WHEREAS, the Town of Halfmoon (hereafter referred to as the "Town"), in partnership with the Town of Clifton Park and Saratoga County, has requested funds from the Capital Region Transportation Council (hereafter referred to as the "Transportation Council"), the Metropolitan Planning Organization for the Capital Region, through its 2024-2025 Unified Planning Work Program for the Halfmoon/Clifton Park County Route 109 Corridor Study (hereafter referred to as the "Study");

WHEREAS, the Transportation Council approved the Study in its 2024-2025 Unified Planning Work Program;

WHEREAS, the approved cost for consultant services related to the Study is \$150,000, \$120,000 of which will be paid for by Federal Transportation Planning Funds.

WHEREAS, Saratoga County will provide \$15,000, the Town of Halfmoon will provide \$7,500, and the Town of Clifton Park will provide \$7,500 in cash match for the Study;

WHEREAS, the Transportation Council expects the Study to be completed within eighteen (18) months of the date of consultant contract execution;

WHEREAS, the following milestones will apply to complete the Study:

1. Execute this Memorandum of Understanding with the Transportation Council no later than September 30, 2024.
2. Within six (6) months of the date of the fully executed Memorandum of Understanding, select a consultant.
3. Hold a study kick-off meeting within two (2) months of consultant contract execution.

WHEREAS, the parties will jointly guide the consultant with the assistance of a Study Advisory Committee that will include, at a minimum, one staff member of the Transportation Council;

WHEREAS, the parties will jointly assume ownership of all draft and final products including graphics, data, reports, etc. related to the Study;

WHEREAS, the parties desire to set forth the rights and responsibilities in facilitating the Study;

NOW, THEREFORE, parties hereby agree to the following:

1. The Transportation Council will be responsible for:
 - a. Aiding the Town in developing a detailed scope of work for the Study.
 - b. Drafting a detailed Request for Expression of Interest for the Study and advertising the Study in the New York State Contract Reporter, on the Transportation Council website, and on the New York State Association of Metropolitan Planning Organizations website.
 - c. Aiding the Town in selecting a consultant to perform the Study.
 - d. Documenting the consultant selection process and providing notification of the consultant selection or rejection.
 - e. Securing an executable agreement between the consultant and the Capital District Transportation Authority, the host agency of the Transportation Council.
 - f. Approving the membership of the Study Advisory Committee.
 - g. Attending all Study Advisory Committee or Study related meetings including the kick-off meeting, public meetings, and any other decision-making meeting.
 - h. Providing technical assistance.
 - i. Addressing all contracting issues including review of deliverables and payment to the consultant.
 - j. Invoicing the Town for its \$7,500 Local Cash Match, following execution of the consultant contract, due to the Transportation Council by December 1, 2024.
2. The Town will be responsible for:
 - a. Reviewing and following the Transportation Council's 2024-2025 Planning Study Administration and Procedures guidance document.
 - b. Working with the Transportation Council staff to complete the Study within eighteen (18) months of the date of consultant contract execution. If unforeseen delays arise, the Town will provide the Transportation Council with a written explanation.
 - c. Providing the Transportation Council with the \$7,500 cash match for the Study by December 1, 2024.
 - d. Following the Transportation Council guidelines regarding consultant selection.
 - e. Organizing and maintaining a Study Advisory Committee that will include at least one member of the Transportation Council's staff.
 - f. Including the Transportation Council and Study Advisory Committee in decisions related to meeting times and dates, public meeting dates and format, and any other Plan related decisions with the consultant.
 - g. Attending all Study Advisory Committee or Study related meetings including the kick-off meeting, public meetings, and any other decision-making meeting.
 - h. Providing technical assistance and reviewing products.
 - i. Informing the Transportation Council of any problems with the consultant.
 - j. Presenting the findings of the Study to the Transportation Council's Planning Committee, Advisory Committees and/or the Community Planners Forum.

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____ 2024.

FOR THE CAPITAL REGION
TRANSPORTATION COUNCIL

FOR THE TOWN
OF HALFMOON

Executive Director

Supervisor

MUTUAL AID AND ASSISTANCE AGREEMENT

WHEREAS, the safety and quality of life issues of the citizens of the State of New York is of the utmost importance to all levels of state, local government and emergency services; and

WHEREAS, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 seek to enter into a Mutual Aid and Assistance Agreement in order to provide for assistance to one another in an effort to reduce costs to our residents; and

WHEREAS, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 will agree to communicate to determine which mutual aid projects will be beneficial to both agencies; and

WHEREAS, pursuant to the Constitution of the State of New York, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a circumstance as approved by the participants;

NOW THEREFORE, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall cooperate to provide adequate mutual aid to another as mutually agreed upon.
2. Whenever employees and/or volunteers are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of their respective agency and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Town.
5. To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligent acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.
6. This Agreement may be modified at any time upon the mutual written consent of the parties.

7. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

DATED: _____

BY: Kevin J. Tollisen
Town Supervisor

DATED: _____

BY: Earl McMahon
Chairman of the Board of Fire
Commissioners

DRAFT