



TOWN BOARD MEETING

October 02, 2024

7:00 PM

A. James Bold Meeting Room

AGENDA

WORKSHOP - Board Room - 6:15 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

PUBLIC HEARING: TO DISCUSS AUTHORIZING AN AMENDMENT TO THE CODE OF THE TOWN OF HALFMOON AND REGULATIONS REGARDING PERMITTING RECREATIONAL USES IN C-1 COMMERCIAL, LI-C LIGHT INDUSTRIAL, M-1 MANUFACTURING, AND W-1 WATERFRONT MIXED USE DISTRICT.

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 2:00 pm to 5:00 pm inside the Town Hall starting in October. Come visit our local farms, crafters, and vendors that will be on hand every week.

HALFMOON COMPREHENSIVE PLAN UPDATE PAGE is 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.

The Comprehensive Plan Update Committee will be continuing the Public Hearing on Thursday October 17, 2024 at 6:00 pm.

PAPER SHREDDING DAY: Saturday, October 5th from 9:30 am to 11:30 am at the Halfmoon Highway Department located at 322 Route 146. Town Residents are encouraged to bring up to a maximum of 3 bags/boxes of sensitive documents. There is no cost for shredding although; residents are asked to bring one canned item for donation to a local pantry for each box or bag of documents they bring to be shredded.

ERIE CANAL TOWPATH WALK & PICNIC AT THE HISTORICAL BUILDING: Saturday, October 5th at 10:30 am. Please pre-register with the Recreation Department at 518-371-7410 Ext. 2273.

VETERANS MEMORIAL ANNUAL CEREMONY: Saturday October 19th at 10:00 am at the Halfmoon Town Park, 162 Route 236. Veterans and their families are invited to join us for a

complimentary lunch following the ceremony. Please contact the Supervisor's Office at 518-371-7410 Ext. 2210 for additional information.

HALFMOON HISTORICAL SOCIETY: Building will be open Saturday October 19th from 10:00 am to 1:00 pm.

TRUNK OR TREAT: Saturday October 26th from 4:00 pm to 6:00 pm at the Halfmoon Town Park, 162 Route 236. Dress up in your favorite costume and join us for Halloween Family Fun! Trick or Treaters will stay in their cars and drive and drive around the decorated park. Local businesses & community groups will provide the treats. For more information, contact Jim Hayes, Director, Halfmoon Recreation Department at 518-371-7410 Ext. 2272 or email at jhayes@townofhalfmoon.org

THANKGIVING FOOD DRIVE: The Town of Halfmoon will be accepting food donations for baskets to be delivered to local seniors and families in need. Donations will be collected until Friday, November 22nd at the Halfmoon Town Hall. Items needed are: Instant Potatoes, Stuffing Mix; Dessert Mix; Canned Cranberries; Gravy/Gravy Mix, and Canned Vegetables. If you would like to help or if you need a Holiday Basket, please contact the Supervisor's Office at 518-371-7410 Ext. 2210.

HALFMOON HISTORICAL SOCIETY: Building will be open Saturday, November 16th from 10:00 am to 1:00 pm.

HOLIDAY MEMORIES MEMORIAL TREE LIGHTING CEREMONY: Sunday, December 1st at 5:00 pm at the Abele Memorial Park, Harris Road. Remembering our departed loved ones for the holiday season. Applications will be available in mid-October. Please contact Halfmoon Celebrations Association, Inc. at www.halfmooncelebrations.org for additional information.

LETTERS TO SANTA: Begins Monday, December 2nd. Drop off your letter to Santa at the Town Hall in the "Special" Mailbox just for letters to Santa. You can mail your letter to Santa until Monday December 16th, so don't wait too long to tell Santa how good you were this year!

JINGLE BELL BASH: Saturday, December 7th from 12:00 pm to 4:00 pm at the Town Complex. Fun filled day for the kids with pictures with Santa & Mrs. Claus, Sleigh Rides; Craft Making; Balloon Artist; Face Painting & so much more!

AN EVENING WITH MRS. CLAUS: Friday, December 13th at 6:00 pm at the Town Hall. Limited to 50 children under the age of 10. Reservations begin early December. Please contact Halfmoon Celebrations Association, Inc. at www.halfmooncelebrations.org for additional information.

MARKETPLACE ON CANDY CANE LANE: Saturday, December 14th from 10:00 am to 4:00 pm for all of your holiday shopping at the Town Hall! So many vendors will be on hand with exciting gift ideas for you!

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)

- Chair of Personnel Committee
- Ethics Committee
- Co-Liaison to Comprehensive Plan Update Committee
- Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance)
- Co-Chair for Character Counts

John Wasielewski (Town Board Member)

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

Jeremy Connors (Town Board Member)

- Liaison to Zoning Board
- Chair of Business and Economic Development Committee
- Chair for Not-for-Profit Organizations
- Liaison to Comprehensive Plan Update Committee

Eric Catricala (Town Board Member)

- Co-Liaison to Planning Board
- Co-Chair of Business and Economic Development Committee
- Chair for Parks and Athletics Organizations
- Chair for Recreation
- Co-Chair for Character Counts
- Liaison to Trails & Open Space Committee

Kelly L. Catricala (Town Clerk)

Dana Cunniff (Receiver of Taxes)

- Chair of Committee on Resident Relations

Lyn Murphy, Esq. (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

1. Building Permits

Total # Permits - 63 Total Fees Submitted to the Supervisor - \$15,476.00

Fire Inspections - 32 Total Fees Submitted to the Supervisor - \$ 3,100.00

1. Town Clerk

Total Fees Submitted to the Supervisor - \$12,361.72

2. Senior Express

Total # Rides 533 Total # Meals Delivered 928

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at Town Clerk's Office)

Water Department, Receiver of Taxes

CORRESPONDENCE

1. **Received** from Comptroller Bonnie Hatter, the filing of the 2025 Tentative Town of Halfmoon Budget Document and transmitted to the Town Board.
2. **Received** from West Crescent Fire District., their Proposed 2025 Budget. A Public Hearing will take place on Thursday October 17, 2024 at 7:00 pm at the West Crescent Fire Station, 1440Crescent Road, Halfmoon, NY 12065.
3. **Received** from Clifton Park-Halfmoon Fire District #1, their Proposed 2025 Fire District Budget. A Public Hearing will take place on Wednesday, October 16, 2024 at 7:00 pm at the firehouse located at 38 Old Route 146 in Halfmoon.
4. **Received** from Halfmoon Fire District #1, their Proposed 2025 Budget. A Public Hearing will take place on Tuesday, October 15, 2024 at 7:00 pm at the Hillcrest Fire Station, 145 Pruy Hill Road, Mechanicville, NY 12118.
5. **Received** from Saratoga County Office of the Aging and Youth Services, their notice of a Public Hearing to be held Tuesday October 29, 2024 at 12:30 pm at the Halfmoon Senior Center 287 Lower Newtown Road Waterford, NY 12188. A Plan Abstract may be examined on October 15th and 16th at the Saratoga Co. Dept. of Aging and Youth Services, 152 West High Street, Ballston Spa, NY 12020 during normal business hours. The purpose of this Public Hearing is to obtain input, suggestions and comments relative to programs for the aging for the 2025 year. Please contact the Saratoga County Department of Aging and Youth Services at 518-884-4100 for further information.
6. **Received** from Quilters of Valor, a thank you to the Town of Halfmoon for the generous donation that helped to make the quilts that will be awarded at the Halfmoon Veteran's Ceremony on October 19, 2024.

7. **Received** from the Halfmoon Planning Board, their receipt of Special Use Permit Applications for the Following:
 1. Red Maple Lane, LLC Subdivision & Duplex, 5 & 7 Red Maple Lane-Minor Subdivision & Special Use Permit (Duplex)
 2. 1572 Route 9 Branch Bank, 1572 Route 9-Site Plan & Special Use Permit (Drive-thru)
8. **Received** from the Town Planning Board, Resolutions approved at the September 23, 2024 meeting.
9. **Received** from Ginny Charbonneau, a donation and letter of appreciation for the service she receives from the Halfmoon Senior Express.

OLD BUSINESS

NEW BUSINESS

296. Resolution to approve Town Board Meeting Minutes of September 18, 2024.

Resolution that the Town Board approves the Minutes of the Town Board Meeting of September 18, 2024.

Resolution Introduced by Town Clerk Catricala

297. Resolution to expend fees located in the Special Revenue Fund.

Resolution that the Town Board hereby approves an expenditure in the not to exceed amount of \$232,000 to act as a match for the Erie Canal Towpath Trail Link, said monies to come from the Recreation Fees located in the Special Revenue Fund, and to authorize the Supervisor to sign any and all documentation needed to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

298. Resolution to hire Ti Sales

Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with Ti Sales for purchase of a subscription for Neptune 360 Advanced Module Annual SaaS, consistent with the proposal sated 9/19/2024, Ti Sales is the sole sources for the software utilized by the Town, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

299. Resolution to increase the payment to Snyder Printer to \$6,720.00.

Resolution amending resolution 260-2024 whereby the Town Board authorized the Supervisor to enter into an Agreement with Snyder Printer to provide printing services for the Fall/Winter edition of the Halfmoon Navigator in the not to exceed cost of \$6,705.00 to increase the not to exceed amount to \$6,720.00, subject to the review and approval of the

Town Attorney.

Resolution Introduced by Supervisor Tollisen

300. Resolution to amend resolution 284-2024 hiring Mark Charbonneau to add that he is provisional.

Resolution that the Town Board appoints Mark Charbonneau as a Provisional Code Enforcement Officer at Grade 6 Base Pay \$28.21/hr, effective September 21, 2024, pending successful completion of all pre-employment testing.

Resolution Introduced by Building, Planning Development Coordinator Harris.

301. Resolution that the Town Board authorizes the purchase of a hydraulic breaker with nail point.

Resolution that the Town Board authorizes the purchase of a hydraulic breaker with nail point in the not to exceed amount of \$9,716.84 from Bobcat pursuant to New York State Contract PC69396 and the proposal dated September 25, 2024, and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans

302. Resolution that the Town Board authorizes the purchase of a Dalton shed.

Resolution that the Town Board authorizes the Parks and Town Property Department to purchase a 12x28 Dalton style shed pursuant to the proposal dated 9/13/2024 in the not to exceed amount of \$8,526.00 from Garden Time and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

303. Resolution authorizing the Superintendent of Highways to enter into a Rental Agreement with Stephenson Equipment, Inc.

Resolution that the Town Board authorizes the Superintendent of Highways to enter into a Rental Agreement with Stephenson Equipment, Inc. for the rental of an Asphalt Paver in the not to exceed amount of \$4,600.00 pursuant to NYS OGS Contract #PS69119, and to authorize the Highway Superintendent to execute any documentation necessary to effectuate the Rental Agreement, subject to the review and approval of the Town Attorney.

.Resolution Introduced by Superintendent of Highways Bryans

304. Resolution to let bids for Blue Light Emergency Phone Towers.

Resolution, that the Town of Halfmoon is hereby letting bids and will be accepting sealed bids for Blue Light Emergency Phone Towers in the Town Parks to be utilized in the case of an emergency until 1:00 pm on October 11, 2024, for the above Phone Towers in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building Planning, Development Coordinator Harris

305. Resolution authorizing the Town Supervisor to sign Change Order #2

Resolution that the Supervisor is hereby authorized to sign Change Order #2 to decrease the cost of the Water Treatment Plant Pump Replacements project \$20,660.00 for a total project cost of \$974,340.00 for the Project and adjust the contract time for final payment from July 31, 2023 to September 30, 2024 as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water and Buildings Maintenance Supervisor

306. Resolution authorizing the Town Supervisor to sign Change Order #1

Resolution that the Supervisor is hereby authorized to sign Change Order #1 to decrease the cost of the NYS Route 236 Water Main Connection project \$3351.80 for a total project cost of \$227,753.20 for the Project as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water and Buildings Maintenance Supervisor Tironi

307. Resolution to join The Interlocal Purchasing System.

Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with The Interlocal Purchasing System to utilize their national purchasing cooperative, and hereby authorizes the Supervisor to execute any documents necessary to effectuate the agreement, subject to the review and approval of the Town Attorney. **Resolution Introduced by Supervisor of Buildings and Grounds Maiello**

308. Resolution to accept monies from the County to be applied toward the Erie Canalway Trail Paving Project.

Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with Saratoga County to receive matching funds to fund trail development to be utilized toward the Erie Canalway Trail Paving Project in the amount of \$10,000.00, and hereby authorizes the Supervisor to execute any documents necessary to effectuate the agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

309. Resolution authorizing the Town Supervisor to sign Change Order #1

Resolution that the Supervisor is hereby authorized to sign Change Order #1 to adjust the substantial completion date for the Church Hill Road Water Main Replacement Project from November 30, 2024, to January 31, 2025, and the final payment date from December 31, 2024 to May 30, 2025 as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water and Buildings Maintenance Supervisor Tironi

[310. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.](#)
[Resolution Introduced by Comptroller Hatter](#)

PUBLIC COMMENT (For discussion of non-agenda items)

ADJOURN

SNYDER 691 River Street
Troy, NY 12180
P 518-272-8881
F 518-272-8935
PRINTER snyderprinter.com

Town of Halfmoon New York
324 Route 146
2 Halfmoon Town Plaza
Halfmoon, NY 12065

09/12/24
Estimate: **66491**

Dear Kate,

We are pleased to provide you with the following quotation:

Description: Navigator Newsletter - 20 Page Self Cover - Fall 2024

Size: 17 x 11 (Flat) - 8.5 x 11 (Finished)

Number of Pages: 20 Page Self Cover

Artwork: Electronic File Supplied (Press Ready PDF)

Bleeds: NO

Proofs: PDF Proof for Approval

Stock: 70# Satin/Silk Text - White

Inks: 4 Color Process Throughout

Other: Printing 20 Micron Staccato Screening

Bindery: Fold Signatures

Bindery: Saddle Stitch & Trim to 8.5 x 11

Other: Pack for Mailing (Everyday Door Direct Mail - EDDM)

Other: Process & Mail 14,091 (Residential & Commercial)

Other: (Postage Additional) - **\$3,001.38**

Delivery: 50 Overs to Town of Halfmoon (Via: Snyder Van)

Delivery: USPS

Quantity: 14,050

Price: \$6,720.00

Thank you for this opportunity.

Sincerely,

Dean Snyder

Paper based on current pricing, subject to change. Unless otherwise stated, this proposal is subject to acceptance of the standard printing trade customs, terms and conditions as designated on a separate sheet to be provided upon request.



Product Quotation
 Quotation Number: **LR762298**
 Quote Sent Date: **Sep 25, 2024**
 Expiration Date: **Oct 25, 2024**

Your Bobcat Contact
Lizzie Richter
 Phone:
 Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
TOWN OF HALFMOON 291756 - CLIFTON PARK - NY

Bobcat Dealer
 Darin Whitehouse
Bobcat of Gloversville-Johnstown, LLC,
Johnstown, NY
 2053 STATE HIGHWAY 29
 JOHNSTOWN, NY, 12095

Bill to
NEW GOVERNMENT CUSTOMER
2391333
 250 E Beaton Dr
 West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
HB980 Hydraulic Breaker with Nail Point	7113421	1	8,411.68	8,411.68
X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor	7113657	1	604.96	604.96
Hose Kit - E32 - E60 R2-Series, Std. and Long Arm	7175244	1	319.20	319.20
Total for HB980 Hydraulic Breaker with Nail Point				9,335.84
Quote Total - USD				9,335.84
Dealer P.D.I.				50.00
Destination Charges				331.00
Quote Total - USD				9,716.84

Comment:

- *Prices per the New York State Contract – PC69396
- *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.
- *Member Number (if applicable): _____
- *All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.
- *Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. * A Copy of all orders must be provided to Heather.Messmer@Doosan.com.
- *Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.
- *Payment Terms: Net 60 Days. Credit cards accepted.
- *Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to barry.hanson@doosan.com or by phone at: 1-800-965-4232.

Customer acceptance: Quotation Number:: LR762298		Purchase Order: _____
Authorized Signature:		
Print: _____	Sign: _____	
Date: _____	Email: _____	
Addresses		
Delivery Address _____		
Billing Address (if different from ship to): _____		
Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>		
Exempt in the State of: _____		
Tax Exempt ID:		
Federal: _____		
State: _____		
Expiration Date: _____		

GARDEN TIME

Sales Location: CP

652 Quaker Road
Queensbury, NY
p: (518) 793-8555
f: (518) 793-8551

1467 Route 9
Clifton Park, NY
p: (518) 793-8555
f: (518) 982-1425

25 Gordon Lane
Wilton, NY
p: (518) 793-8555
f: (518) 871-1700

Date: 9-13-2024

Name: Town Of Halfmoon

Address: 2 Halfmoon Town Palza

City: Halfmoon, NY Zip: 12065

Home Phone: _____

Cell Phone: 518-339-0444 (Paul Maiello)

Work Phone: _____

E-Mail: _____

Salesperson: Mark Source: walk-in

Acct#: _____ Invoice#: _____ Load#: _____

Vendor: Lantz Stock#: _____ Location: _____

IN-STOCK ORDER

Building Type: Shed
 Size: 12x28
 Series: Standard
 Style: Dalton
 Siding: Dura-Temp
 Color: Light Gray
 Trim: White
 Stain: _____
 Roof: _____
 Shingles: Charcoal Gray
 Metal Roof: _____
 Windows: _____
 Size: None
 Color: -Select One-
 Shutters: _____
 Color: _____
 Style: -Select One-
 Flower Boxes:
 Color: _____
 Notes: _____
 Loading Instructions: _____
-Select One-
 Driver's Notes: _____
 Sched. Delivery: _____
 Delivery Person: _____
 Time In: _____ Time Out: _____

Options:	Base Price:	10,266.00
	Summer Savings	-1,540.00
Delete Windows		-200.00
Building Layout:		
		Building Sub Total: 8,526.00
		Mule: _____
Ramp Size: (Select One)		None
Additional Delivery \$5/mile:		None
(Select One) Site Prep:		None
Sub-Total:		8,526.00
Sales Tax:		exempt
Total:		8,526.00
Deposit:		_____
Balance Due:		_____
Additional Site Prep*:		_____

* Additional Site Prep Costs, if any, to be Determined after site visit.

Permits are the responsibility of the customer as required.

By checking this box, I allow Garden Time to photograph our installed building for advertising purposes.

Garden Time will not be held liable for any property damage incurred during the delivery process (ie. Septics, ruts, plants, shrubs, driveways, lawn, etc.) Site must be prepared and accessible at time of delivery. One half of an hour of on-site time is included, \$55 per man per hour is calculated thereafter. Special orders are subject to a 25% restocking fee. **Full payment is due on or before delivery.**

Customer Signature: _____ Received: _____

www.GardenTimeInc.com

RENTAL CONTRACT

LESSOR:	Stephenson Equipment, Inc. (a/k/a "SEI" or "Lessor")			LESSEE:	Town of Halfmoon
Address:	3 Industry Drive			Billing Address:	322 Route 146, Clifton Park, NY 12065
Address 2:	Waterford, NY 12188			Billing Line 2:	
Phone:	518-357-2200	Fax:	518-357-2201	Use Address:	
Email:	jlantz@stephensonequipment.com			Email:	bbryans@townofhalfmoon.org
Date:	9/25/2024	(the "Effective Date")	10/7/2024	Phone:	(518) 664-3127
				Fax:	
Rented Item(s):	Asphalt Paver			Full Value of Equipment: \$	\$129,000.00
Make	Model	Serial No.	Equipment No.	Qty.	Attachment(s)
LeeBoy	8520	8520198675	12528U	1	as equipped

All Rented Item(s) are provided full of fuel at the beginning of the Rental Term. Lessee agrees to pay SEI an additional service charge for refilling of fuel, fluids and lubricants upon return of any Rented Item which is not returned full of the proper fuel, fluids and lubricants.

Lessee is responsible for periodic maintenance, cleaning, servicing and oil changes, etc. during the Term. Lessee shall pay SEI an additional charge for any failure to return Rented Item(s) clean and otherwise in good condition and repair, properly serviced and maintained.

TERMS OF RENTAL

Rental Term:	Rate:	Per:	FOB Point:	Contact Name:	Contact Cell #:
_____ Day(s)	\$ _____	Week	Waterford	Bill Bryans	518-858-1186
<u> 1 </u> Week(s)	\$ 4,600.00				
_____ Month(s)	\$ _____				
Additional Agreements (attach and sign additional sheets as necessary):					P.O. #
Customer pick up and return. NYS OGS Contract Rental Rates. Contract #PS69119.					

ADDITIONAL CHARGES: In addition to the charges specified above and in Section (23), Lessee agrees to pay all applicable taxes (including without limitation, sales, use, property, transfer, value added, environmental, and other taxes), tolls, fees, fines (including without limitation, EPA fines and penalties), charges and expenses arising from or associated with the Rented Item(s) and/or the rental referenced herein (including without limitation, the cost(s) of delivering, retrieving, cleaning, repairing, maintaining, insuring and refueling each Rented Item).

RENTAL TERM: Lessee has requested that the Rented Item(s) on or about the 7 day of October, 2024 (the "Scheduled Commencement Date"). The Rental Term will begin on the "Actual Commencement Date" (defined below), and will continue until the "Termination Date" as provided in Section 2 of the following Terms and Conditions.

TERMS: All estimated charges for each Rental Term (collectively, "Prepayments") are due prior to SEI's release of the Rented Item(s) to Lessee (it being understood that no such Prepayment will be deemed a limit of the Lessee's liability under this Contract).

COMMENCEMENT: SEI will make the Rented Item(s) available to Lessee at SEI's place of business (the "Actual Commencement Date") on the later of: (a) the Scheduled Commencement Date; or (b) the date Lessee delivers to SEI any and all: (i) Prepayment(s) referenced herein, and (ii) insurance certificates and/or endorsements Lessor requires ("Proof of Insurance"), evidencing Lessee's provision of the insurance required under the terms of Section (16) of the following Terms and Conditions. For the avoidance of doubt: (A) the Actual Commencement Date will occur on the date of actual release of the subject Rented Item(s) by Lessor to Lessee; and (B) this Contract shall not be binding upon Lessor until Lessor's receipt and acceptance of all required Prepayments and Proof of Insurance.

RENEWALS/EXTENSIONS: This Contract will automatically renew for successive periods (of equal duration to the initial Rental Period) on each scheduled expiration date; provided however, that SEI may, at its sole option, terminate any such renewal period immediately upon notice to the Lessee.

STEPHENSON EQUIPMENT, INC. ("SEI") hereby rents to you the Rented Item(s) on the terms set forth in this Contract. YOU IRREVOCABLY AND UNCONDITIONALLY AUTHORIZE SEI TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER THIS RENTAL CONTRACT TO ANY AND ALL CREDIT OR DEBIT CARD(S) YOU PROVIDE.

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side or following page(s) 2 through 5 (including SEI's disclaimer, as well as the Lessee's waiver, of all liability for personal injuries and property damage, and details of the Lessee's obligations), as well as any Instructions and/or Addenda included herewith. ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST SEI, UNLESS SEPARATELY (AND SPECIFICALLY) APPROVED IN WRITING BY STEPHENSON EQUIPMENT, INC.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

You, for yourself and for the "Lessee," acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on **Pages 1 through 5** of this Contract (including without limitation, SEI's "Terms and Conditions of Rental Contract"), and that you have received a complete and legible copy of this Contract and all attachments and addenda hereto.

SIGNATURE OF/FOR LESSEE:

X _____
 Name (Printed): _____
 D.L./ID #: _____
 Date: _____

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessee identified on Page 1 of this Contract (hereinafter, "Lessee," "you" and "your") and Stephenson Equipment, Inc. (hereinafter also referred to as "Lessor," "SEI," "we," "us" and "our") agree as follows:

- (1) **DEFINITIONS:** As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1, together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented and/or sold (as applicable) to you, as identified on Page 1; "Site" means the "Use" address set forth on Page 1; and "Rental Day" means one period of 24 consecutive hours for which Rent is charged hereunder.
- (2) **RENTAL:** You agree to rent from SEI, and SEI agrees to rent to you, the Rented Item(s) on the terms set forth in this Contract, beginning on the Actual Commencement Date (as defined on Page 1), and ending on the earlier to occur of: (a) the date/time the Rented Item(s) is/are returned to and accepted by SEI as being in the required return condition; or (b) the date/time SEI notifies you that your rental period has ended, subject however, to SEI's inspection and acceptance of the Item(s) upon return or retrieval by SEI (the "Termination Date") (the period from the Actual Commencement Date until the Termination Date being referred to herein as the "Term"). Upon expiration of the Term, or upon earlier termination by SEI as herein provided, SEI shall be entitled to immediate possession of the Rented Item(s). Prior to returning the Rented Item(s) to SEI, Lessee shall notify SEI's Service Department to arrange for proper check in of equipment. If possible, check-in should be done during normal shop hours. Lessee agrees to have a responsible individual available to observe the check-in with Lessor's representative.
- (3) **RENTAL CHARGES:** You agree to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by SEI in the return condition required under § (5) below. Rent will be charged on the following basis during the Term: Up to 8 hours in any single period of 24 consecutive hours for which Rent is charged hereunder = 1 Rental Day; 3 to 7 Rental Days = 1 "Week;" and 21 to 30 Rental Days = 1 "Month", unless otherwise separately agreed in writing by SEI. All rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per Rental Day, 40 hours per Week, and 176 hours per Month, in accordance with the terms hereof and the "Instructions" described in § (6). The Rent will be prorated on a daily basis for late returns and overuse. No allowance will be made for weekends, holidays, weather delays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay SEI: (i) the Rent specified on Page 1; and (ii) all other amounts coming due hereunder (including the charges specified on Page 1), prior to commencement of the Term, unless otherwise specified on Page 1 or in the applicable invoice (or if no terms are specified, upon demand by SEI); and (b) that: (i) SEI may deduct any amount you owe us from any such payment(s); and (ii) no such payment(s) will be deemed a limit of your liability arising hereunder or in connection herewith, irrespective of any endorsement or notation included on or with any payment made to SEI (even if signed and/or negotiated by SEI). Anything remaining with, in or on any Rented Item(s) upon return to SEI will, at our option, be deemed surrendered and abandoned.
- (4) **DELIVERY AND RETURN:** Lessee will accept full responsibility for the Rented Item(s) (including without limitation, all responsibility for personal injuries and property damage to or arising in connection with the Rented Item(s)) immediately upon SEI's release of such Rented Item(s) at SEI's facility (irrespective of whether such release is made directly to Lessee or to any other party for transportation to or as directed by Lessee). **Except only as may otherwise be specifically set forth on Page 1, Lessee will be deemed to have taken possession of all Rented Item(s) at SEI's facility on the Actual Commencement Date.** If SEI agrees to provide any services (including without limitation, delivery, setup, erection, retrieval, maintenance and/or repairs), Lessee agrees to: (a) pay SEI's regular charge(s) therefor, and for all waiting time; (b) be present at the Site or other agreed location at the agreed time(s); (c) ensure the Site is reasonably safe, secure, properly compacted, and otherwise fit for delivery and use of the Rented Item(s) (including without limitation, ground type and pressure testing and ensuring adequate surface and subsurface support is provided for all Rented Item(s)); and (d) ensure SEI's agents, employees, representatives and delivery/installation personnel, as applicable, have full access to the Site or other agreed location. SEI will not be responsible for: (i) testing of ground pressure, performing ground pressure calculations or properly cribbing any Rented Item(s); or (ii) any delay(s) caused by the acts or omissions of any other parties, including Lessee, its agents, employees and/or contractors, as well as any and all providers of other equipment or services ("Other Providers") for which Lessee hereby releases and agrees to indemnify, defend and hold harmless SEI. Lessee agrees to accept full responsibility for all Rented Item(s) for the entire period between the Actual Commencement Date and the date of return to (or retrieval by) and acceptance by SEI of each Item (as being in the required return condition), even if Lessee is not then present (and if Lessee or its representative(s) is/are not then present, Lessee agrees to accept the statements of SEI's representatives regarding the same, including status, condition and quantities of the subject Rented Item(s)). All third-party deliveries of Item(s) to SEI will be *FOB Destination*, and all third-party deliveries from SEI will be *FOB Shipping Point* at SEI's place of business (*Incoterms 2010*).
- (5) **PROTECTION OF RENTED ITEM(S):** You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to SEI on time at the end of the Term, complete, reasonably clean, free of contaminants (including without limitation, asbestos, beryllium and silica) and otherwise in reasonably good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay to SEI: (a) Rent for each succeeding full rental period until the Item(s) has/have been returned or replaced as required; and (b) all costs and expenses SEI may incur connection with such failure, including without limitation, the full new replacement cost of the Rented Item(s). You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify, damage or destroy any Rented Item(s); (ii) violate any law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, corrosive, or otherwise harmful or hazardous substance(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item(s), without our prior consent (which may be granted, conditioned or withheld in our sole and absolute discretion).
- (6) **CONDITION AND USE:** Upon your execution of this Contract (or upon your later receipt of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete (including all parts and attachments), in good repair and operating condition, and otherwise in all ways acceptable to you; (ii) is appropriate for your purposes; (iii) was selected (not based on any recommendation by SEI) solely by you; and (iv) has been carefully inspected, examined and tested by you; and (b) you: (i) have received, carefully reviewed and understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable laws, rules and regulations, and all EPA, OSHA, MSHA, ASME, IBC, IEEE, ASSE, DOT, FMCSA, IFTA, ANSI and other standards pertaining to such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including without limitation, all applicable OSHA Crane Operator and EPA Tier 4 requirements and local equivalents); (iii) have been made aware of the need to use all applicable personal protective and safety equipment; (iv) will use each Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (v) will timely and properly give all applicable notice(s) to, and obtain all applicable licenses, permits, authorizations and approvals (including without limitation, those required by applicable federal, state and local laws, rules, regulations, and/or ordinances) from, all applicable authorities, including without limitation, governmental agencies, utilities, cable companies and the owner(s) of the Site; (vi) will advise all local utilities and cable companies before using any Item(s) to dig or disturb the ground surface (call 811 at least 3 full business days in advance);

(vii) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (viii) will ensure that all other authorized users fully and timely comply herewith at all times.

(7) **MALFUNCTIONS:** In the event of a "Malfunction" (as defined in § (6)), you will immediately notify SEI, and provided such Malfunction did not result from or in connection with: (a) your breach or violation of: (i) any provision of this Contract; or (ii) any applicable warranty or policy of insurance; or (b) any wrongful or negligent act(s) or omission(s) of or by you or anyone you permit to use or otherwise deal with any Rented Item(s), we will, at our option: (A) repair the Malfunctioning Item; (B) provide you with a comparable Item; or (C) with respect solely to the Malfunctioning Rented Item, return the unused portion of the Rent and cancel this Contract. In all other events, you shall indemnify, defend and hold harmless the "Indemnitees" (as defined in § (15)) for, from and against all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees and costs of court) arising from or associated with Malfunction(s). The foregoing remedies are **EXCLUSIVE**. Neither SEI nor any TPO will have any other obligation(s) to you or any other party(ies) regarding Malfunctions, all of which you waive, together with any and all associated incidental and consequential damages.

(8) **OWNERSHIP / SUBLEASING:** Except with respect to Rented Items which TPO rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), SEI owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) **loan, transfer, sublease, surrender possession of, store, sell or assign any Rented Item(s) or this Contract**, without our prior written consent (in our sole discretion). We may sell and/or assign all or any part of our interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of SEI or any TPO. No Rented Item shall become a part of any building by being placed therein or by being affixed thereto. Where any Rented Item is affixed to any real or personal property, Lessee shall promptly furnish to SEI a release executed by the owner of such property, which shall permit SEI to remove any and all Rented Item(s) from said property at any time. Should Lessee delay in obtaining said release, SEI reserves the right, and the Lessee hereby grants permission to SEI to obtain such release. Lessee shall at all times, at Lessee's expense, protect and defend SEI's title to the Rented Item(s) against all claims, liens, encumbrances and legal processes of Lessee's creditors, or persons, and keep all Rented Item(s) free and clear of the same.

(9) **RIGHTS OF SEI:** SEI may take such actions as it deems necessary from time to time to protect and secure its right, title and interest in and to, and ensure the legal and tax compliance of, each Rented Item (including without limitation, placing one or more placards or other evidence of its ownership interest in or on such Item(s)), and Lessee agrees to maintain, and refrain from removing, the same. Without limiting §§ (8), (9) or (20) of this Contract, Lessee hereby grants to SEI a first priority security interest on each Item in order to secure SEI's interest therein (which interest will be deemed a "purchase money" security interest in the event this Contract and/or any other agreement between Lessee and SEI shall be deemed to create a financing relationship and/or any ownership interest in favor of Lessee with respect to such Item(s)) and the amounts due and coming due to SEI hereunder. Lessee agrees that SEI may file one or more financing statements of record in order to reflect its continuing security interest in such Item(s), and Lessee agrees to promptly take such actions, and to execute and deliver to or as directed by SEI, such other and further documents and instruments as may be necessary to give full effect to this § (9).

(10) **WARNINGS:** POWERED EQUIPMENT, INCLUDING CRANES, EXCAVATORS, AND OTHER EQUIPMENT USED FOR LIFTING, TOWING, AND/OR HAULING, CAN BE **DANGEROUS**, MAY MOVE, SHIFT, TIP, OVERTURN OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE **ONLY FOR THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, CERTIFIED, AND IF APPLICABLE, LICENSED, USERS, OPERATORS AND OCCUPANTS (as more particularly described in § (11) hereof). YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by SEI on a case-by-case basis, at the Site; (d) **BY PROPERLY TRAINED, QUALIFIED, CERTIFIED AND/OR LICENSED (AS APPLICABLE) ADULTS**; and (e) otherwise in full compliance with the instructions as well as all applicable laws, rules, regulations, insurance policies and warranties, at all times.

(11) **COMPLIANCE REQUIREMENTS:** Lessee agrees to fully and timely comply with all federal, state, county, municipal and local laws, rules, standards, regulations, guidelines and ordinances relating to the use, possession, operation, transportation, loading, unloading, storage, maintenance and/or repair of each Rented Item, including without limitation, the instructions described in § (6). Without limiting the generality of the foregoing:

- (a) Lessee will ensure that each Rented Item is operated only by persons who have satisfied (and currently satisfy and maintain) all federal, state, county, municipal and local operator regulations and qualifications (including without limitation, all applicable crane operator standards, rules, regulations, qualifications and certifications);
- (b) Lessee understands that a valid Commercial Driver's and/or Hoisting License may be required for operation of certain Rented Item(s), and that Lessee will be responsible, at its sole cost and expense, for ensuring compliance with any and all such requirements at all times; and
- (c) Lessee shall be responsible for full and timely compliance with all United States Department of Transportation ("USDOT"), Federal Motor Carrier Safety Administration ("FMCSA") and International Fuel Tax Agreement ("IFTA") requirements at all times.

(12) **USE, MODIFICATIONS AND REPAIRS:** Lessee will not, nor will Lessee permit anyone else to (or attempt to): (a) abuse, misuse, overuse, remove, conceal, repair, alter, modify, improve, damage or destroy any Rented Item; (b) violate any applicable instruction, law, policy of insurance or warranty; or (c) take possession of or exercise control over any Rented Item without SEI's prior consent (which consent may be granted, conditioned or denied in SEI's sole discretion) on a case-by-case basis. Without limiting any other rights and/or remedies available to SEI hereunder, at law or in equity, in the event of any accident or damage to any Rented Item, Lessee may have the same repaired by any competent person, firm or corporation (using only OEM-approved parts, materials and supplies), reasonably acceptable to SEI (but only upon prior notice to and approval of SEI) **at Lessee's sole cost and expense; provided however**, that SEI may, at its sole option (and without being required to do so) elect to repair said Rented Item, in which event, Lessee agrees to pay SEI its regular charges for the same (including without limitation, the retail cost of all parts, materials and labor furnished by or at the direction of SEI in making said repairs, plus 10%) upon demand by SEI. In the event any such repair work shall be accomplished by SEI outside of SEI's regular hours, Lessee agrees that the foregoing charges shall include any and all additional costs incurred by SEI in connection therewith (including without limitation, overtime, per diem and taxes). Any and all additions and/or improvements to the Rented Item(s) shall be deemed accessions, and will, therefore, be deemed the property of SEI. **For the avoidance of doubt, Lessee will be solely responsible for any and all costs and expenses arising from or associated with any damage to or destruction of any Rented Item(s) and all repair/replacement costs arising therefrom or associated therewith.**

(13) **CRANE OPERATION:** FEDERAL, STATE AND/OR LOCAL JURISDICTIONS, INCLUDING WITHOUT LIMITATION, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA"), THE STATES OF NEW YORK, NEW JERSEY, PENNSYLVANIA, MASSACHUSETTS, CONNECTICUT AND RHODE ISLAND, AND THE CITIES OF NEW YORK, NY AND PHILADELPHIA, PA, REQUIRE (OR IN THE FUTURE, MAY

REQUIRE) THAT ALL CRANE OPERATORS BE CERTIFIED BY ONE OR MORE PUBLIC, PRIVATE, AND/OR MILITARY CERTIFICATION AUTHORITIES. YOU AGREE TO ENSURE AT ALL TIMES THAT: (A) ALL APPLICABLE FEDERAL, STATE, COUNTY, MUNICIPAL AND LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES APPLICABLE TO CRANES (INCLUDING WITHOUT LIMITATION, THE USE, OPERATION, MOVEMENT, TRANSPORTATION, INSTALLATION, MAINTENANCE, REPAIR AND/OR STORAGE THEREOF) ARE FULLY AND TIMELY COMPLIED WITH; AND (B) ONLY INDIVIDUALS WHO MAINTAIN CURRENTLY VALID CERTIFICATIONS FROM ALL APPLICABLE GOVERNMENTAL AUTHORITIES AND/OR ISSUING BODIES OPERATE OR HAVE ACCESS TO ANY CRANE(S) OBTAINED FROM SEI OR ANY OWNER.

(14) SEI IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER SEI NOR ANY OWNER, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF SEI OR ANY TPO, NOR DOES SEI OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT WITH THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY SEI OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(15) INDEMNITY/HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, FUELING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, SEI, EACH TPO, their parents, affiliates, partners and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s) this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § (7). (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

(16) INSURANCE: At all times during the Term, Lessee agrees to maintain, at its sole cost and expense, the following insurance policies: (a)(i) commercial general liability ("CGL") insurance (including bodily injury, property damage, personal injury and contractual liability coverage) with limits of not less than \$1,000,000 per occurrence/\$2,000,000.00 aggregate, including premises liability and products and completed operations coverage; and (ii) umbrella or excess liability coverage with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (b) Workers' Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees, including U.S. Longshore Harbor coverage if and as needed based on exposure, and Employers' Liability Insurance for Bodily Injury per accident with limits of not less than the greater of: (i) \$1,000,000; or (ii) the statutorily mandated minimum(s), if any; (c) Hired Auto Physical Damage (for Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); (d) "All-Risk," "Commercial Property," "Contractor's Equipment," and/or "Inland Marine" Insurance (or equivalent), including coverage for property in transit, covering all loss of, and damage to, all Rented Item(s) (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater, and including without limitation, cranes, boom damage, and loss occasioned by flood), other than rented vehicles, for the full (new) replacement cost thereof. All of such policies shall: (i) be maintained with one or more insurers reasonably acceptable to SEI; and (ii) name SEI as an additional insured (other than with respect to Workers' Compensation insurance). The above referenced CGL policy shall list SEI as an additional insured for loss or damage arising out of your use, maintenance, handling and/or possession of the Rented Item(s), using the standard ISO form CG 20 28 11 85 ("Additional Insured - Lessor of Leased Equipment") or its successor. The above referenced All-Risk, Commercial Property, Contractor's Equipment, Inland Marine and Hired Auto policies, shall list SEI as a loss payee on a "closed-clause" basis and shall not exclude overloading. Prior to commencement of the Term, Lessee agrees to furnish to SEI complete and accurate certificates and endorsements by one or more insurance carrier(s) acceptable to SEI: (A) confirming: (i) the existence of the above referenced coverages; (ii) SEI's status as an additional insured and loss payee thereunder (where applicable); and (iii) commencement of coverage upon departure of the Rented Item(s) from SEI's premises; and (B) specifying that such coverages will not be cancelled during the Term. Lessee irrevocably appoints SEI as Lessee's agent and attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for, any loss or damage under any one or more of the above referenced insurance policies or otherwise related to the Rented Item(s). SEI's insurance company shall be subrogated to SEI's rights hereunder in the event of any damage to the Rented Item(s). Lessee will promptly notify SEI in the event that the Rented Item(s), or any part thereof, shall be lost, stolen or damaged, and subject to SEI's prior receipt of full compensation from Lessee's insurer(s), Lessee will remain responsible, at its sole expense, for promptly paying the cost of fully restoring or replacing the subject Rented Item(s) to SEI's satisfaction. Except where and to the extent required by automobile financial responsibility laws, SEI does not provide insurance for the benefit of its lessees, including without limitation, liability protection, no-fault benefits, uninsured/underinsured motorist ("UM/UIM") protection, and physical damage (comprehensive and/or collision) coverage. If SEI is required by law to provide any of the same, Lessee hereby selects such protection(s) with the minimum limits and the maximum deductible(s) permitted by law, and Lessee expressly waives and rejects any personal injury protection ("PIP") and/or UM/UIM coverage in excess of the legally required minimums. YOU AGREE TO PROVIDE YOUR OWN INSURANCE AS PROVIDED IN THIS CONTRACT, AND OTHERWISE IN FULL COMPLIANCE WITH APPLICABLE LAW. IF YOU FAIL TO FULLY AND TIMELY COMPLY WITH THIS SECTION, SUCH FAILURE WILL BE DEEMED AN IMMEDIATE AND MATERIAL DEFAULT; PROVIDED HOWEVER, THAT SEI MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (BUT WITHOUT BEING REQUIRED TO DO SO) OBTAIN OTHER INSURANCE MEETING THE REQUIREMENTS SET FORTH HEREIN AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO SEI IMMEDIATELY UPON DEMAND BY SEI).

(17) DEFAULT AND REMEDIES: Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property

damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, interest, attorneys' fees and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

LESSEE IRREVOCABLY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE UPON ANY DEFAULT OR BREACH BY LESSEE OF ANY OBLIGATION UNDER THIS LEASE OR ANY OTHER AGREEMENT WITH SEI, OR WITH RESPECT TO ANY OTHER INDEBTEDNESS DUE FROM LESSEE TO SEI FOR ALL UNPAID RENT AND OTHER AMOUNTS DUE HEREUNDER OR THEREUNDER, TOGETHER WITH INTEREST ON ALL UNPAID AND OVERDUE AMOUNTS AT THE LESSER OF: (A) 1.5% PER MONTH; OR (B) THE HIGHEST RATE PERMITTED UNDER APPLICABLE LAW UNTIL PAID IN FULL, PLUS ATTORNEY'S FEES AND COSTS OF SUIT, WITHOUT STAY OF EXECUTION, AND LESSEE HEREBY WAIVES, AND RELEASES SEI FROM, ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS THEN IN FORCE.

(18) **INSPECTIONS AND MONITORING:** SEI may, without notice or liability to you, monitor and/or inspect any Rented Item(s) (in person and/or electronically) at any time, wherever located. You acknowledge and consent to SEI's installation in or on each Rented Item of one or more tracking and/or monitoring device(s) (including GPS and telematics systems) enabling SEI to, among other things, monitor and collect data regarding the location(s) and use characteristics of each such Rented Item (all of which data shall be the sole and exclusive property of SEI) and you hereby irrevocably and unconditionally, assign to SEI, and otherwise waive and relinquish, any and all rights and claims thereto and/or arising therefrom or in connection therewith.

(19) **OTHER RIGHTS AND REMEDIES:** To the maximum extent permitted under applicable law, you hereby grant to SEI a lien for the amounts due and coming due hereunder on all real property improved with any Rented Item(s), or on which it/they may be located or used at any time. If any performance required of SEI is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond SEI's reasonable control), SEI will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding SEI's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law until paid. You authorize SEI to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims and chargebacks with respect thereto. You agree to pay SEI the maximum lawful charge for any check you write which is returned unpaid. Except only as otherwise provided herein, this Contract cannot be further amended or extended except in a writing signed by both you and SEI. **Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced purchase price or Rent. You agree to pay our attorneys' fees and other costs of enforcing this Contract. Neither SEI's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy SEI may have, all of which shall be cumulative. Your duties hereunder are UNCONDITIONAL.

(20) **MISCELLANEOUS:** Each transaction referenced herein shall be deemed a true ("operating") lease and not a "capital" or "finance" lease unless otherwise expressly agreed in writing by SEI. Accordingly, unless separately and specifically agreed in writing by SEI (and only to the extent set forth in such separate agreement), you will have no ownership interest of any kind in or with respect to any of the Item(s). This Contract, and any Credit Application, Guarantee, and/or other Addenda provided by SEI, represent the entire agreement between you and SEI, superseding all other oral and written agreements and representations (including our website and advertising) as well as any course of dealing, course of performance and/or usage of trade. Except only as expressly provided herein, this Contract cannot be modified absent the express written approval of SEI. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and enforceable. Time is of the essence. This Contract: (a) will be deemed to apply to all Item(s) identified on Page 1, and all other items you obtain from SEI at any time (except only as otherwise agreed in writing by SEI); (b) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim "it" constitutes an "adhesion contract"); (c) shall bind, inure to the benefit of, and be enforceable by and against you, Stephenson Equipment, Inc., the Indemnitees and such parties' respective permitted successors and assigns (there being no other third-party beneficiaries hereto); and (d) shall be interpreted under the laws of Pennsylvania, with proper venue for any and all civil legal proceedings commenced in connection with this Contract lying solely and exclusively in the federal, state and local courts located in or nearest to the state and county in which the SEI facility from which you obtained the Item(s) is located. You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract and/or any addenda hereto will be deemed originals.

(21) **ITEM(S) SOLD TO YOU (IF ANY):** SEI may offer you a purchase option ("Purchase Option") with respect to one or more Rented Item(s), which if available, may include the application to the purchase price of a portion of the Rent paid by you hereunder ("Rental Credit"). If a Purchase Option and/or Rental Credit is/are available, it/they will be specifically identified in a separate written agreement signed by SEI. In all other events, no Purchase Option and/or Rental Credit will be deemed to apply to your rental. In the event SEI agrees to sell any Item(s) to you ("Sale Item(s)"), all such Sale Item(s) shall be deemed to be provided "AS-IS" and "WITH ALL FAULTS," and shall otherwise be subject to the terms of this Contract, modified as applicable to address sales (provided that, unless otherwise separately agreed in writing by SEI, our obligations, if any, under § (7) with respect to Sale Items shall expire and terminate at 5:00 p.m. local time on the 10th day following the date of purchase).

(22) **WARNING:** Wrongfully obtaining the use of property available for hire, or failing to timely return such property may be deemed theft, resulting in **CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION.**

(23) **MAINTENANCE / WEAR ITEMS:** Subject to the terms of § (12) above, you will be responsible, at your sole cost and expense, for performing all required servicing and maintenance on or with respect to the Rented Item(s) at all times during the Term (including without limitation, ensuring each such Item is properly greased, sharpened, and otherwise fueled, cleaned, cooled and lubricated). Certain Item(s) (including without limitation, shears, blade kits and hammer points) are subject to wear and/or deterioration associated with even ordinary use ("Wear Items"). In addition to the "Rent" specified in § (3) above, you agree to pay SEI a pro rata portion of the overall cost of repair, replacement and/or overhaul of any and all Wear Items (the "Pro Rata Maintenance Charge") based on the number of hours used (if no log is available, you agree to the use of a reasonable estimate of such hours provided by SEI). The Pro Rata Maintenance Charge will be due and payable immediately upon your receipt of our invoice for the same. You acknowledge and agree that it may not be possible to calculate the Pro Rata Maintenance Charges prior to the end of the Term. Accordingly, you agree to promptly pay such Pro Rata Maintenance Charges in full, regardless of whether the same are invoiced to you during the Term or at any time thereafter, and you hereby waive any and all rights, claims, defenses and setoffs arising from or in connection with the timing of delivery and/or your receipt of any notice of or invoice for such Pro Rata Maintenance Charges.

CHANGE ORDER NO.: 1

Owner: Town of Halfmoon
 Engineer: MJ Engineering and Land Surveying, P.C.
 Contractor: Bellamy Construction Co., Inc.
 Project: NYS Route 236 Water Main Connection
 Contract Name:
 Date Issued: September 27, 2024 Effective Date of Change Order: September 27, 2024

Owner's Project No.:
 Engineer's Project No.: 964.81
 Contractor's Project No.: 23-0269

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

Description:

See attached Final Payment Summary dated 9/27/24

Attachments:

Final Payment Summary dated 9/27/24

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>231,105.00</u>	Original Contract Times: Substantial Completion: <u>May 31, 2024</u> Ready for final payment: <u>June 28, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>231,105.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 31, 2024</u> Ready for final payment: <u>June 28, 2024</u>
[Increase] [Decrease] this Change Order: \$ <u>3,351.80</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>227,753.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 31, 2024</u> Ready for final payment: <u>June 28, 2024</u>

Recommended by Engineer

By: Amy Nicholson
 Title: Construction Project Engineer
 Date: September 27, 2024

Accepted by Contractor

Jana Buamh
 Title: President
 Date: 9/27/24

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

N/A
 N/A
 N/A

**INTERLOCAL AGREEMENT
Region 8 Education Service Center**

PUBLIC ENTITY (TIPS MEMBER)

Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.¹ Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.²

Vision:

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

¹ Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

² Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member's decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-

Region 8 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director, Texas Region 8 ESC

Date _____

Date _____

Public Entity Contact Information

Primary Purchasing Person's Name

Primary Person's Email Address

Entity Address

City

State

Zip

Secondary Person's Name

Secondary Person's Email Address

Entity Phone Number

Entity Fax Number



OFFICE OF THE COUNTY ATTORNEY

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Ann Flower E. Stitt, Esq.
Assistant Attorneys
Petra Holden, Esq.
Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: September 6, 2024

TO: Jason Kemper
Department of Planning & Economic Development

FROM: George Conway
County Attorney

SUBJECT: Town of Halfmoon

- For Your Signature & Return
- Per Resolution No. _____
- For Your Approval
- Per Our Conversation
- For Your Information
- For Your Files
- For Your Review
- For Appropriate Action
- Comments/Recommendations
- Other _____

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please secure the signature of the Contractor. Return the documents **along with proper insurance documents, if required by contract**, to this office for further processing.

THIS AGREEMENT, made the _____ day of _____, 2024,

BY AND BETWEEN

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

-and-

TOWN OF HALFMOON, a municipal corporation duly organized under the laws of the State of New York with principal offices at 2 Halfmoon Town Plaza, Halfmoon, New York 12065 (TOWN);

WITNESSETH:

WHEREAS, the Saratoga County Trails Grant Program was established to provide a matching fund grant program to assist municipalities in the construction of local trails; and

WHEREAS, pursuant to Resolution 211-2024, the Saratoga County Board of Supervisors awarded a Trails Grant Program grant to the TOWN in the amount of \$10,000 upon the condition that the TOWN contributes matching funds or in-kind services in at least the same amount towards the Erie Canalway Trail Paving to pave a portion of the town's Mohawk Towpath Scenic Byway – or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.

NOW, THEREFORE, IT IS AGREED, by the parties as follows:

1. The TOWN shall include the Erie Canalway Trail Paving to pave a portion of the town's Mohawk Towpath Scenic Byway – or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.
2. The TOWN shall provide matching funds or perform in kind services in the minimum amount of \$10,000 towards paving a portion of the town's Mohawk Towpath Scenic Byway – or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.
3. The COUNTY will issue a check from the Trails Grant Program funds payable to the Town of Halfmoon in the amount of \$10,000 within 30 days of the receipt from the TOWN of a properly executed Saratoga County voucher. The voucher must be supported by documentation acceptable to the Saratoga County Auditor documenting the TOWN's expenditure of matching funds or the performance of in-kind services equaling or exceeding \$10,000 in value towards paving a portion of the town's Mohawk Towpath Scenic Byway – or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereinafter on the date set opposite their signatures.

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA

By: _____
County Attorney

By: _____
Philip C. Barrett, Chair
Board of Supervisors
Pursuant to Resolution 211-2024

Date: _____

Town of Halfmoon

Date: _____

By: _____
Town Supervisor
Kevin Tollisen

DRAFT



BOARD OF SUPERVISORS

8/20/2024

RESOLUTION 211 – 2024

Introduced by Trails and Open Space: Supervisors Grasso, Connolly, Kinowski, Madigan and M. Veitch

AWARDING 2024 TRAILS GRANTS

WHEREAS, the 2024 County Budget included a Trails Grant Program to give matching grants to local municipalities to fund trail development and construction projects; and

WHEREAS, the 2024 Trails Grant Program provides a pool of up to one hundred fifty thousand dollars (\$150,000) to fund trail feasibility studies, engineering work, and construction in local municipalities; and

WHEREAS, the Trails and Open Space Committee received fifteen (15) applications for funding totaling one hundred forty-eight thousand dollars (\$148,000) which the Committee recommended to be fully funded; and

WHEREAS, the Trails and Open Space Committee and the Law and Finance Committee approved fully funding all fifteen (15) applications submitted, at a cost of one hundred forty-eight thousand dollars (\$148,000) utilizing allotted 2024 Trails Grant funds; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors authorizes the payment under the 2024 Trails Grant Program of the sum of one hundred forty-eight thousand dollars (\$148,000) to the following municipalities for the purposes stated, upon condition that each municipality provide matching funds or services in-kind:

- 1. Town of Ballston:** The amount of ten thousand dollars (\$10,000) to be applied toward the Jenkins Park Trail Extension and Existing Trail Restoration to include the construction of 885 ft. of trail extension on the existing 2.5-mile trail network within the existing town-owned, 43-acre multi-use recreational park, and restoration of 2,450 l.f. of the existing trails with resurfacing and drainage repairs.
- 2. Town of Charlton:** The amount of ten thousand dollars (\$10,000) to be applied toward the LaRue Creek Covered Bridge Replacement to include replacement of a covered bridge that expands LaRue Creek and is part of the Saratoga County Snowmobile Trail Network. The bridge will be replaced with a 50 ft. x 8 ft. x 7 ft. covered bridge.
- 3. Town of Clifton Park:** The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Boardwalk Restoration: Brookhaven to Park Lane Estates to include a repair/restoration of the existing 17-year-old pedestrian boardwalk section of the existing trail route that traverses wetlands on the south side of a steel bridge that expands the Dwaas Kill. This trail connects with other local trails that connect residential neighborhoods with public parks, school areas, and commercial ventures in town.

4. **Town of Corinth:** The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Network/9N property to include funding for Phase I of the town's Master Plan of town-owned property to be utilized as a recreational park. Phase I will include the design, layout, and possibly material for 1.6 miles of planned trails in the park.
5. **Village of Corinth:** The amount of eight thousand dollars (\$8,000) to be applied toward the Upgrade Corinth Recreational Area Trails to include funds for a feasibility study and trail amenities, such as a new kiosk in the parking lot, benches along the trail, new trailhead markers, and new trail identification markers along the village's existing Upper Reservoir Trail Network.
6. **Town of Hadley:** The amount of ten thousand dollars (\$10,000) to be applied toward the Tennis Court/Basketball Course Refurbishing to refurbish existing tennis and basketball courts and replace some fencing surrounding the tennis courts in the town park.
7. **Town of Halfmoon:** The amount of ten thousand dollars (\$10,000) to be applied toward the Erie Canalway Trail Paving to pave a portion of the town's Mohawk Towpath Scenic Byway – or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.
8. **Town of Malta:** The amount of ten thousand dollars (\$10,000) to be applied toward the Malta Community Park Trail Restoration to refurbish a 0.62-mile nature trail of the 22.69-acre Malta Community Park with engineered wood fiber and replacing existing wayfinding signage with new signage.
9. **Town of Moreau:** The amount of ten thousand dollars (\$10,000) to be applied toward the Big Bend Trail Phase I Completion: Trail Amenities to include providing an accessible kayak launch into the Hudson River from the town's Phase I of the Big Bend Trail.
10. **Town of Northumberland:** The amount of ten thousand dollars (\$10,000) to be applied toward the Meadow in the Sky Trail – Hudson Point Crossing (Phase II) to include funding for the provision of over fifty (50) understory native species of plants in between the oaks that will provide ecological benefits to the area. In 2023, Hudson Crossing Park completed Phase I of Meadow in the Sky Trail with a segment of "Allee of Oaks" of seven (7) different varieties of oak trees.
11. **Town of Saratoga:** The amount of ten thousand dollars (\$10,000) to be applied toward the townwide Restoration and Maintenance Project to include resurfacing of several trails, including trails connected to the Siege Trail, the Champlain Canal Trail, the town's Boat Launch Trail, and one more that connects to the Town of Stillwater with stone dust and fine rubble with emphasis on maintenance where trails are worn or washed out.
12. **City of Saratoga Springs:** The amount of ten thousand dollars (\$10,000) to be applied toward the Bog Meadow Brook Nature Trail Improvements to include the following: fix parking lot pot holes on both Route 29 and Meadowbrook Road parking lots, repair drainage issues in the Route 29 parking lot as well as Gilbert Road, perform maintenance on culverts and/or add new culverts between the Route 29 parking lot and the bridge over the Bog Meadow Brook, and replace or refurbish aging trail identification signs throughout the trail. The original improvements for the existing Trail Network date back to 1993, making them over thirty (30) years old.
13. **Village of South Glens Falls:** The amount of ten thousand dollars (\$10,000) to be applied toward the Betar Byway Public Restroom (Upper Trailhead) to include placing an Americans with Disabilities Act (ADA)-compliant portable toilet facility that connects to municipal water and sewer. The proposed restroom facility will be placed on the village's DPW lands in the upper section of the existing trail.

14. Village of Stillwater: The amount of ten thousand dollars (\$10,000) to be applied toward the Village of Stillwater Pedestrian Park to include construction of a Village Overlook Park on property neighboring the Stillwater Blockhouse. The project will include the creation of walkways, an expanded parking area, and a Hudson River Overlook constructed of Alaskan Cement Slab with stainless steel posts and cables.

15. Town of Wilton: The amount of ten thousand dollars (\$10,000) to be applied toward the Northern Pines Road Fishing Access Parking and Trail to include providing a parking lot and trail access to the Snook Kill off Northern Pines Road to provide fishing access to the Veterans Housing Community as well as to the general public. Funds will be used to provide grading of raw land and purchase of parking and trail construction materials.

; and be it further

RESOLVED, that the form and content of such an agreement shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

August 20, 2024 Regular Meeting

Motion to Adopt: Supervisor Madigan

Second: Supervisor Kinowski

AYES (210,712.50): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Ian Murray (5808), Michele Madigan (14245.5), Edward D. Kinowski (9022), David Ball (8208), John Lant (17361)

NOES (0):

ABSENT (24,796.50): C. Eric Butler (6500), Arthur M. Wright (1976), Sandra Winney (2075), Matthew E. Veitch (14245.5)

CHANGE ORDER NO.: 1

Owner:	Town of Halfmoon	Owner's Project No.:	Bid Spec 2-2024
Engineer:	MJ	Engineer's Project No.:	964.83
Contractor:	JAT Construction	Contractor's Project No.:	
Project:	Church Hill Road WM Replacement		
Contract Name:	1 – General Construction		
Date Issued:	September 12, 2024	Effective Date of Change Order:	September 12, 2024

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

Description: This no-cost Change Order adjusts the Contract Times to account for unforeseen delays in mobilization associated with obtaining the NYSDOT and Saratoga County DPW Highway Work Permits. The final completion date was adjusted to reflect the required final asphalt and turf restoration within the project area.

Attachments: Construction Schedule prepared by JAT Construction Co., revised on 8/28/24

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,591,270.00</u>	Original Contract Times: Substantial Completion: <u>November 30, 2024</u> Ready for final payment: <u>December 31, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ____ : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. ____ : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,591,270.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2024</u> Ready for final payment: <u>December 31, 2024</u>
[Increase] [Decrease] this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>May 30, 2025</u>
Contract Price incorporating this Change Order: \$ <u>1,591,270.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>May 30, 2025</u>

Recommended by Engineer

By: *Bruna Fitzgerald*
 Title: Design Engineer
 Date: September 12, 2024

Authorized by Owner

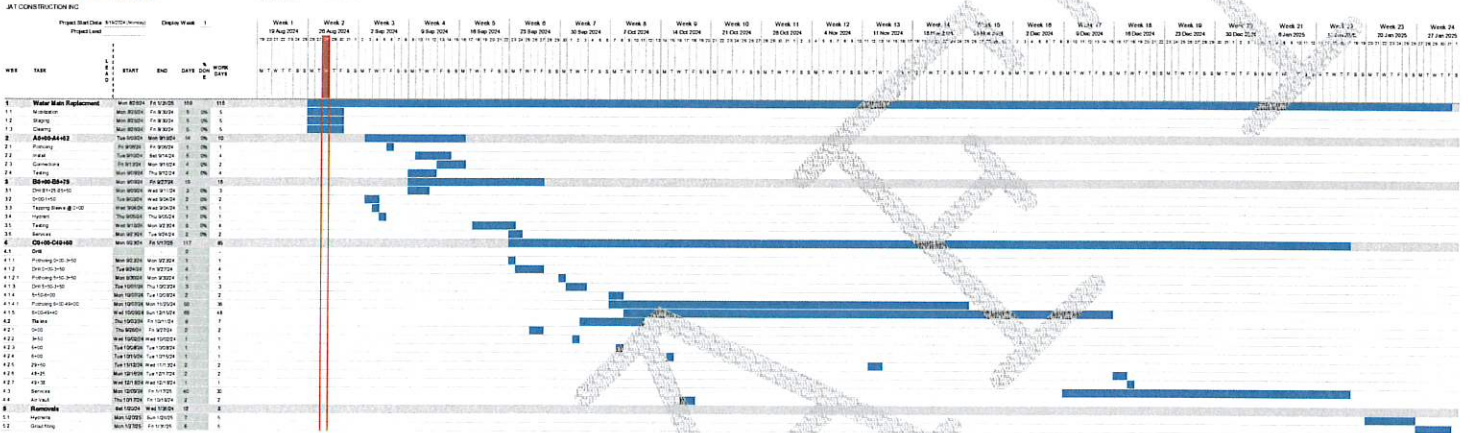
Accepted by Contractor

By: *Bob Williams*
 Title: Project Manager
 Date: 9/20/24

Approved by Funding Agency (if applicable)

N/A
 N/A
 N/A

2024-2025 Strategic Plan Management



Supervisor
Kevin Tollisen

Town Board
Paul Hotaling
John Wasielewski
Jeremy W. Connors
Eric Catricala



TOWN of HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON, NY 12065
COUNTY OF SARATOGA

(518) 371-7410 Ext. 2200 • Fax (518) 371-0936

DATE: October 2, 2024
TO: Town Board
Town of Halfmoon
FROM: Bonnie Hatter
Comptroller
SUBJECT: Creation of Appropriations

A creation of appropriations is necessary to create the budgetary accounts for the Erie Canal Towpath Link Project (between Beach Road and Clamsteam Road). The Town of Halfmoon will design and construct a combination of off-road and on-road segments as right-a-way, wetlands, and terrain limit the opportunity for an entirely off-road trail. Elements of the project include an eight-foot with 1,925 linear foot long multi-use path and a 2,250 linear foot shared road segment with road markings, traffic and wayfinding signage, crosswalks, and stone bollards along Towpath Road/Old Canal Road, between Beach Road and Clamsteam Road. This project will complete the only remaining gap in the Town's Erie Canal Towpath trail system. The total project cost is estimated at \$464,000 of which \$232,000 will be funded by a Climate Smart Communities grant from the Department of Environmental Conservation, Office of Climate Change, and matching funds from Rec Fees held in the Special Revenue Fund per resolution no. 296-2024 dated 10/02/2024.

DEBIT:	Estimated Revenues	35-510	\$464,000.00
	Subsidiary: Culture & Recreation-Capital Projects-Grant		
		35-4-3897.00	\$232,000.00
	Subsidiary: Interfund transfers		
		35-4-5031.00	\$232,000.00
CREDIT:	Appropriations	35-960	\$464,000.00
	Subsidiary: Special Recreation Facilities- Erie Canal Towpath Link		
		35-5-7180.24	\$464,000.00

Create budgetary accounts from Special Revenue Fund:

DEBIT:	Unappropriated Fund Balance	25-911	\$232,000.00
CREDIT:	Appropriations	25-960	\$232,000.00
	Subsidiary: Transfer to Capital Projects		
		25-5-9950.90	\$232,000.00