



TOWN BOARD MEETING AGENDA

January 07, 2026

7:00 PM

A. James Bold Meeting Room

AGENDA

WORKSHOP - Board Room - 6:15 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

COMMUNITY EVENTS

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

FARMER'S MARKET: Every Wednesday from 2:00 pm to 5:00 pm in the Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

TOWN OF HALFMOON HISTORICAL BUILDING: The Historical Building is open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or lbryan@townofhalfmoon.org. Volunteers are needed for upcoming events: 250th Anniversary of the Revolutionary War, more information to come.

TOWN MEETINGS:

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

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

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Eric Catricala (Deputy Town Supervisor)

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

Paul Hotaling (Town Board Member)

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

John Wasielewski (Town Board Member)

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

Jeremy Connors (Town Board Member)

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

Kelly L. Categorical (Town Clerk)

Lynda Bryan (Historian)

- a. Senior Center Liaison

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, Highway, Senior Express, Town Clerk, Water

CORRESPONDENCE

1. **Received** from the Halfmoon Fire District #1 Board of Fire Commissioners, their Notice of Organizational Meeting, and Notice of Regular Meetings.
2. **Received** from the Capital District Regional Planning Commission (CDRPC), their 2024-2025 Annual Report.

OLD BUSINESS

NEW BUSINESS

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

Resolution Introduced by Town Clerk Catricala

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

Resolution Introduced by Town Clerk Catricala

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

Resolution authorizing the Supervisor to enter into an agreement with MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ Engineering) to provide engineering services associated with the replacement of the existing water main on Jones Road as part of the current Crescent Vischer Ferry Road Water Main Replacement Project consistent with the proposal submitted by MJ Engineering dated December 23, 2025, in the not to exceed amount of \$53,200.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

58 Resolution that the Town dispose of a donated popcorn machine as it is no longer of use to the Town.

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

Resolution Introduced by Recreation Director Department of Aging and Youth Hayes

59. Resolution to hire ABS Solutions, LLC.

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

Resolution Introduced by Personal Computer Tech Mikol

60. Resolution to authorize the Supervisor to enter into agreements with Milton Cat.

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

PUBLIC COMMENT (For discussion of non-agenda items)

ADJOURN



December 23, 2025

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

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

Dear Supervisor Tollisen:

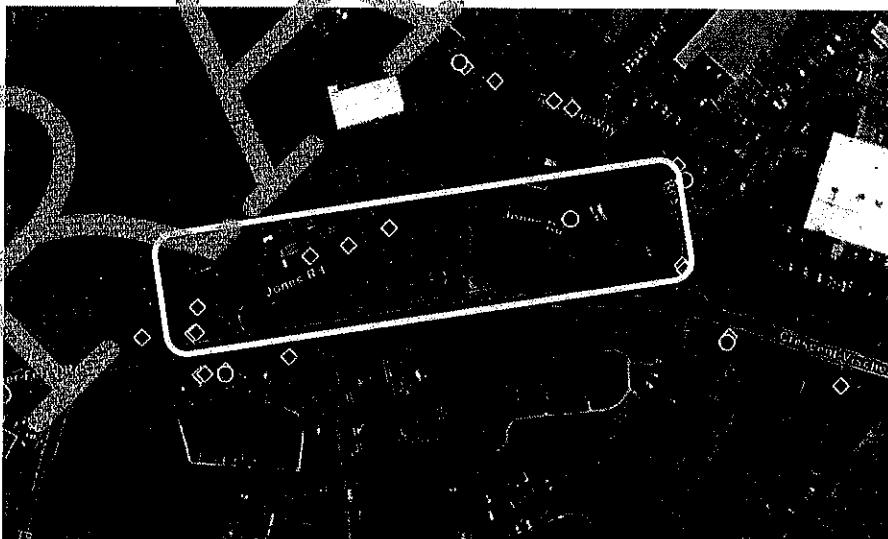
M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) with this proposal for engineering services associated with the replacement of the existing water main on Jones Road as part of the current Crescent Vischer Ferry Road Water Main Replacement Project. Based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

PROJECT UNDERSTANDING

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

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

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



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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



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

SCOPE OF SERVICES

Task 1: Field Investigation

A. Survey and Mapping

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

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

Task 2: Design Phase Services

A. Preliminary Design

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



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

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

B. Final Design

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

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

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

Task 3: Regulatory Agency Coordination

Included in Original Contract

Task 4: Bid Phase Services

Included in Original Contract

Task 5: Contract Administration Services

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



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

Task 6: Construction Observation Services

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

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

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

SCHEDULE

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



FEE

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

Task 01: Field Investigation Services

- Topographic Survey and Mapping \$4,000

Task 02: Design Phase Services

- Preliminary Design \$5,800
- Final Design \$9,100

Task 03: Regulatory Agency Coordination

Included in original contract

Task 04: Bid Phase Services

Included in original contract

Task 05: Contract Administration Services

\$12,700

Task 06: Construction Observation Services*

\$21,600

Total Estimated Fee: \$53,200

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

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

ASSUMPTIONS

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

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



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

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

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

SUMMARY

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

Sincerely,


Michael D. Panichelli, P.E.
President



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

Cc: Ca. Dooley
File

AUTHORIZATION TO PROCEED

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

Kevin Tollisen, Supervisor
Town of Halfmoon

Date

[A large, faint, handwritten signature is visible across the page, appearing to read 'I hereby authorize M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described in this proposal. Date _____' followed by a date.]



ABS Solutions, LLC

52 Corporate Circle
Suite 105
Albany, NY 12203
Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
12/29/2025	46884

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

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

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

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

* Pricing valid for 14 days from date of proposal.

* All orders are final. No returns, exchanges or cancellations will be honored.

* Installation and configuration not included.

Thank you for your business.	Subtotal	\$1,784.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
Signature _____	Total	\$1,784.00

On Site
Scheduled Maintenance
Plan
 FROM MILTON CAT



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 1 Halfmoon Town Plaza Halfmoon, NY 12065			
Attn:	Paul Maiello	Site Contact:	Frank Tironi		
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org		
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206		
Cell:		Cell:	518-339-5225		
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water		
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	G60F1	Contract Period :	1/1/2026 - 1/31/2030	# of PM Services	6
Serial #:	E4507B/001	Customer Equip #:	Justice Bldg	# of Secondary Events	6
KW:	60		E09725		
				Total # of Services	12

Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 Includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.
--------	--

Agreement Price:	\$ 12,849.73	PM Price Year 2:	2,287.58	Load Bank Test:	\$ -
PM Price Year 1:	\$ 2,189.07	PM Price Year 3:	\$ 2,687.28	Battery Replacement:	\$ 577.19
				Other Services:	\$ 5,108.61
				ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM 1	PM 1		March	2026	\$996.95
PM 1.5	PM 1.5		September	2026	\$1,192.12
PM 1	PM 1		March	2027	\$1,041.81
PM 1.5	PM 1.5		September	2027	\$1,245.77
PM 1	PM 1		March	2028	\$1,088.69
PM 2	PM 2		September	2028	\$1,598.58
Other	PM 1		March	2029	\$1,137.69
Other	PM 1.5		September	2029	\$1,360.41
Other	PM 1		March	2030	\$1,188.88
Other	PM 1.5		September	2030	\$1,421.63
Battery Replacement	Last Battery: 03/2024 (1) 230-6358		March	2027	\$577.19
		PREVAILING WAGE		PREVAILING WAGE	
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial # E4507B/001

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

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



Billng # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon - Highway Dept Garage 322 Rt 146 Clifton Park, NY 12065			
Attn:	Paul Maiello		Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org		E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532		Phone:	518-233-7489 / 518-371-7410 x2206	
Cell:			Cell:	518-339-5225	
Job Title:	Supervisor of Buildings & Grounds		Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	D90P1	Contract Period :	1/1/2026	# of PM Services	6
Serial #:	NPS01281	Customer Equip #:	Highway Garage	# of Secondary Events	5
KW:	90		15471	Total # of Services	11

Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 Includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine report submission, if applicable, is included.

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below. Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial # NPS01281

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

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065			
Attn:	Paul Maiello		Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org		E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532		Phone:	518-233-7489 / 518-371-7410 x2206	
Cell:			Cell:	518-339-5225	
Job Title:	Supervisor of Buildings & Grounds		Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	C15	Contract Period :	1/1/2026 - 12/31/2030	# of PM Services	6
Serial #:	C5E01534	Customer Equip #:	2 Halfmoon Town Plaza	# of Secondary Events	5
KW:	450		E20820		
				Total # of Services	11
Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.				
Agreement Price: \$ 19,237.59		PM Price Year 2: \$ 3,266.49	Load Bank Test: \$ -		
PM Price Year 1: \$ 3,125.83		PM Price Year 3: \$ 4,274.07	Battery Replacement: \$ 1,276.50		
Description		Other Services: \$ 7,294.70	ATS Test: \$ -		
Description		Date of Service	Year	Price Each	
PM 1	PM 1	March	2026	\$1,347.59	
PM 1.5	PM 1.5	September	2026	\$1,778.24	
PM 1	PM 1	March	2027	\$1,408.23	
PM 1.5	PM 1.5	September	2027	\$1,858.26	
PM 1	PM 1	March	2028	\$1,471.60	
PM 2	PM 2	September	2028	\$2,802.46	
Other	PM 1	March	2029	\$1,537.82	
Other	PM 1.5	September	2029	\$2,029.27	
Other	PM 1	March	2030	\$1,607.03	
Other	PM 1.5	September	2030	\$2,120.58	
Battery Replacement	Last Battery: 10/2023 (2) 15355710	September	2026	\$1,276.50	
Customer to provide lifting assistance for battery replacement		PREVAILING WAGE	PREVAILING WAGE		
This is REQUIRED to avoid cost of second tech.					
ASSUMES GROUND LEVEL GENERATOR INSTALLATION		ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.			
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	ADD SALES TAX if applicable.		

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial #

CSE01534

Customer

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

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

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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

On Site
Scheduled Maintenance
Plan
 FROM MILTON CAT



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:

Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 8 Brookwood Road Waterford, NY 12188	
---	--	---	--

Attn:	Paul Maiello	Site Contact:	Frank Tironi
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206
Cell:		Cell:	518-339-5225
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water
Make:	Caterpillar	Contract Years:	5
Model:	3412	Contract Period :	1/1/2026 - 12/31/2030
Serial #:	9EP01961	Customer Equip #:	Brookwood #2
KW:	600		E13331
			Total # of Services 12

Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.
--------	--

Agreement Price:	\$ 18,817.23	PM Price Year 2:	\$ 3,105.27	Load Bank Test:	\$ -
PM Price Year 1:	\$ 2,971.55	PM Price Year 3:	\$ 4,465.42	Battery Replacement:	\$ 1,340.33
		Other Services:	\$ 6,934.66	ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM 1	PM1		March	2026	\$1,223.38
PM 1.5	PM 1.5		September	2026	\$1,748.17
PM 1	PM 1		March	2027	\$1,278.43
PM 1.5	PM 1.5		September	2027	\$1,826.84
PM 1	PM 1		March	2028	\$1,335.96
PM 2	PM 2		September	2028	\$3,129.46
Other	PM 1		March	2029	\$1,396.08
Other	PM 1.5		September	2029	\$1,994.95
Other	PM 1		March	2030	\$1,458.90
Other	PM 1.5		September	2030	\$2,084.73
Battery Replacement	Last Battery: 3/2024 (2) 153-5710 Customer to provide lifting assistance for battery replacement This is REQUIRED to avoid cost of second tech.		March	2027	\$1,340.33
ASSUMES GROUND LEVEL GENERATOR INSTALLATION	ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial # 9EPO1961

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

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 8 Brookwood Road Waterford, NY 12188			
Attn:	Paul Maiello	Site Contact:	Frank Tironi		
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org		
Phone:	518-371-7410 x2532	Phone:	518-333-7489 / 518-371-7410 x2206		
Cell:		Cell:	518-339-5225		
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water		
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	3412	Contract Period :	1/1/2026 - 12/31/2030	# of PM Services	6
Serial #:	9EP01961	Customer Equip #:	Brookwood #2	# of Secondary Events	6
KW:	600		E13331		
				Total # of Services	12

Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.

Agreement Price:	\$ 18,817.23	PM Price Year 2:	\$ 3,105.27	Load Bank Test:	\$ -
PM Price Year 1:	\$ 2,971.55	PM Price Year 3:	\$ 4,465.42	Battery Replacement:	\$ 1,340.33
		Other Services:	\$ 6,934.66	ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM1	PM1		March	2026	\$1,223.38
PM 1.5	PM 1.5		September	2026	\$1,748.17
PM 1	PM 1		March	2027	\$1,278.43
PM 1.5	PM 1.5		September	2027	\$1,826.84
PM 1	PM 1		March	2028	\$1,335.96
PM 2	PM 2		September	2028	\$3,129.46
Other	PM 1		March	2029	\$1,396.08
Other	PM 1.5		September	2029	\$1,994.95
Other	PM 1		March	2030	\$1,458.90
Other	PM 1.5		September	2030	\$2,084.73
Battery Replacement	Last Battery: 3/2024 (2) 153-5710		March	2027	\$1,340.33
	Customer to provide lifting				
	assistance for battery replacement				
	This is REQUIRED to avoid cost of				
	second tech.				
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer	Customer #	Serial #
Name:		9EP01961
Title:	Name:	Southworth-Milton, Inc. d/b/a/ Milton CAT
Signature:	Title:	Paul Fobare
Date:	Signature:	Power Solutions Representative
	Date:	Paul Fobare
		12/24/2025 rev1
		<i>Must be fully executed within 21 days</i>
		Void if not fully executed within 21 days
Once executed, please email the signed agreement directly back to your Milton CAT Representative.		



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 285 Lower Newtown Road Waterford, NY 12188			
Attn:	Paul Maiello	Site Contact:	Frank Tironi		
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org		
Phone:	518-371-7410 x2532	Phone:	518-339-7489 / 518-371-7410 x2206		
Cell:		Cell:	518-339-5225		
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water		
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	G60LG2	Contract Period:	1/1/2026	1/31/2030	# of PM Services 6
Serial #:	GXC01438	Customer Equip #:	Senior Center	# of Secondary Events 6	
KW:	60		E23988		
				Total # of Services	12
Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.				
Agreement Price:	\$ 12,798.40	PM Price Year 2:	\$ 2,288.52	Load Bank Test:	\$ -
PM Price Year 1:	\$ 2,189.97	PM Price Year 3:	\$ 2,588.26	Battery Replacement:	\$ 520.95
Description	Other Services:	\$ 510.70	ATS Test:	\$ -	
PM 1	PM 1	March	Year	Price Each	
PM 1.5	PM 1.5	September	2026	\$996.95	
PM 1	PM 1	March	2026	\$1,193.02	
PM 1.5	PM 1.5	September	2027	\$1,041.81	
PM 1	PM 1	March	2027	\$1,246.71	
PM 2	PM 2	September	2028	\$1,088.69	
Other	PM 1	March	2028	\$1,599.57	
Other	PM 1.5	September	2029	\$1,137.69	
Other	PM 1	March	2029	\$1,361.43	
Other	PM 1.5	September	2030	\$1,188.88	
Battery Replacement	Last Battery: 10/2023 (1) 153-5656	September	2030	\$1,422.70	
			2026	\$520.95	
		PREVAILING WAGE	PREVAILING WAGE		
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.	ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial #

GXC01438

Customer

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

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