

The March 16, 2022 meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

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

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

HALFMOON HERO: RICH COONRAD

Supervisor Tollisen: Welcome to our Town Board meeting and it is good to have a lot of our friends from fire services here. It is a time for us elected officials to say thank you to all of you for the service that you provide for our community. We thank you from the bottom of our hearts. We say it at the Installation Banquets but it's always good to see you guys out and at all of our events. I know that you guys had a call just before the meeting and I'm glad that worked out. Chief, glad you are here with us this evening.

The Town of Halfmoon has what we call a Halfmoon Hero Program where individuals can nominate someone who has gone above and beyond, has done the extraordinary and someone who has distinguished themselves in our community. When you think about it, there's a lot of people who do that and sometimes we go into those little dips where there aren't many. We received a nomination form and justly due and this night's nominee is Chief Coonrad, nominated by Joe Rivers. Many, many people have commented at how appropriate this is. We will be passing a resolution in a moment and we do have a framed proclamation that we would like to present to you this evening.

Supervisor Tollisen read the following proclamation:

By the Town Board of the Town of Halfmoon, in grateful recognition and with sincere appreciation for your dedication and countless hours of service with the Clifton Park-Halfmoon Emergency Services as a paramedic and serving as Chief of the Clifton Park-Halfmoon Fire Department. Your community involvement, care and concern for others, and your extraordinary efforts to help those in need have made a lasting difference in making Halfmoon a better place for all. This 16th day of March, 2022 is dedicated to Richard Coonrad, who is a person worthy of the highest distinction and recognition as a "Halfmoon Hero".

RESOLUTION NO. 115-2022

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

Resolution Introduced by Councilman Wasielewski

RESOLVED, that the Town Board of the Town of Halfmoon recognizes Rich Coonrad as a Halfmoon Hero in grateful recognition and with sincere appreciation for his dedication and countless hours of service with the Clifton Park-Halfmoon Emergency Services

Supervisor Tollisen asked Rich and family and friends to come forward to accept the award and for pictures.

PRESENTATION: FOREST LANE APARTMENTS PDD AMENDMENT

Supervisor Tollisen recused himself from this project and Deputy Supervisor Hotaling presided over this portion of the meeting.

Deputy Supervisor Hotaling: Good evening Mr. Robideau

Duane Robideau, Gilbert VanGuilder and Associates: Good evening, I am here this evening on behalf of the applicant for the Forest Lane Apartments, LLC, to amend the existing PDD located at 300 Forest Lane just off Dunsbach Road.

This request is to amend the 25' setback line around the entire PDD to a 15' setback. The reason why we are requesting this amendment is so that Ben Lussier can move forward with his proposed site plan with the Planning Board to make improvements to 4 of his apartment buildings. He is trying to make improvements on the buildings by adding to the side of them to increase the size of the unit. He is not increasing it to the point where they are adding more people to it, they will still be a single bedroom apartments, just modernize them. Building #5 is approximately 16' off the property line and that is within the 25' setback line. The proposed addition to building #2 would also encroach the 25' building lot.

Now, allowing the setback line to be reduced to 15' would allow the PDD site to be zoning compliant and allow the applicant to move forward with the site plan approval process with the Planning Board. We have discussed this setback issue with the Planning Department several times to try and understand where the 25' setback came from. The PDD language does not indicate what the setback is. The 25' setback line only appears on one map the Planning Department has and that is only a copy of the proposed Forest Lane Apartment PDD. It is not signed or stamped by any Board that represents the Town.

So, this requested amendment would fully define the setback to 15' and address the existing building #5 encroachment and the proposed building addition to building #2 and would allow Ben to move forward with the site plan approval process with the Planning Board.

That is our request before the Board tonight. I can answer any questions that you may have.

Deputy Supervisor Hotaling: Duane, if I remember on this project, this was just to add to the current apartments, correct? There are no extra bathrooms, nothing to use any extra utilities, no additional parking?

Duane Robideau: That is correct. No other people are added to the project. This is just to improve the building. These buildings are the oldest and the smallest ones in the complex and are extremely outdated. He is in a situation where Building #2 has been vacant for quite a while because it just doesn't meet people's needs. He wants to upgrade these buildings starting with Building #2 and then work the other 3.

Deputy Supervisor Hotaling: Are there any questions from the Board?

Deputy Supervisor Hotaling: Are there any questions from the audience or on Zoom?

RESOLUTION NO. 116-2022

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

RESOLVED, that the Town Board hereby declares itself Lead Agency pursuant to SEQRA for the Forest Lane Apartments PDD Amendment.

RESOLUTION NO. 117-2022

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

RESOLVED, that the Town Board refers the Forest Lane Apartments PDD Amendment to the Planning Board for further review.

Duane Robideau: OK, thank you.

Supervisor Tollisen resumed the Town Board Meeting proceedings.

COMMUNITY EVENTS:

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

SUMMER RECREATION SIGN UP ON-LINE ONLY: April 4th the Recreation Site up so you can create an account before you can sign up. April 25th online registration opens. May 9th office registration open by appointment only.

SPRING CLEANUP DATES: April 19, 22, 23, 26, 29 and 30. Face covering required Tuesday 8 AM-Noon, Friday Noon-5 PM, Saturday 8 AM-3 PM \$5 per carload, \$10 per truck/van/trailer load. Transfer Station Permit required and can be obtained at the Town Clerk’s Office with proof of residency. Go to www.townofhalfmoon-ny.gov for more information.

PAPER SHREDDING DAY for Halfmoon Residents on April 9th from 9:30 – 11:30 at the Halfmoon Highway Department located at 322 Route 146. You are encouraged to bring up to a maximum of 3 bags/boxes. This is a FREE service but residents are asked to bring 1 canned item for donation to a local food pantry per bag/box to be shredded. Registration is NOT required. Face covering is required.

2022 RABIES CLINICS: April 5, May 17, June 28, August 23, October 8. At the 4-H Training Center 556 Middleline Road, Ballston Spa. Cats 5:30-6:30, Dogs 6:30-7:30 Vaccinations are FREE.

CLIFTON PARK – HALFMOON LIBRARY USED BOOK SALE will be March 24 – 27 at the library

YELLOW RIBBON DAY - April 9, 2022 at 11 a.m. in the Veteran’s Memorial Park at the Halfmoon Town Park, 162 Route 236. Covid-19 guidelines will be followed, and masks are required. Donations will be accepted for Blue Star Mothers. Donations will be used to send Freedom Boxes to deployed troops. For more information contact Supervisor Kevin Tollisen’s Office (518) 371-7410 ext. 2200

EASTER “EGG” STRAVANGZA & SPRING FLING SHOPPING BAZAAR – April 9th from 12:00pm-4:00pm. A FREE Family Fun Filled Day with Pictures with the Easter Bunny, Activities and Crafts for the kids at the Town Complex.

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00pm. Pre-meeting at 6:15 pm

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00 pm. Pre-meeting at 6:15 pm (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

PUBLIC COMMENT (for discussion of agenda topics) No one came forward

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

I do have one letter that I received from a couple who are town residents who I believe went to the Highway Department personally but wanted us to publically acknowledge at the Board Meeting their sincere thanks to all Highway Department employees for the great job that they do. Superintendent Bryans, if you just let your team know about another accolade from another town resident. Thank you so much.

Our Senior St. Patrick's Day Luncheon is tomorrow, so we will be looking forward to that. It will be a great day for our seniors.

I do want to acknowledge **Bill Robitaille** who is in our Water Department and is retiring. We are having a small gathering for him Friday morning on his last day of work. Congratulations to Bill on his retirement and thank him for the fantastic job that he has done. If you know Bill, he is just a class act, he's funny and a great guy! So, congratulations to Bill and the hard work that he has done for the Town of Halfmoon. He has done a great job.

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Liaison to Trails and Open Space Committee (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (5) Co-Chair for Character Counts

There are many Community Events and a lot of things going on. Our Summer Rec Program has set up On-Line Registration on the town's website. We have Spring Cleaning Dates and April 9th has Paper Shredding, Yellow Ribbon Day and Easter Eggs-Travanganza, and a Rabies Clinic at the County.

I would like to thank Supervisor Tollisen on the Department Manager's Meetings. We got a crew that works together and helps each other out like no other and it shows. A lot of things are getting done around town, a lot of resources are being used amongst each other which makes for a strong team.

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

Thank you Mr. Supervisor. I have no report this evening.

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Liaison to Trails and Open Space Committee, (3) Chair of Business and Economic Development Committee (4) Chair for Not For Profit Organizations

Halfmoon Baseball and Softball have sign-ups for our youth. They are actively seeking all ages in our league for spring and it's almost here! Thank you.

Eric Catricala: (1) Co-Liaison to Planning Board, (2) Co- Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts

I have no report this evening. Thank you.

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

We will start having the Historical Society open every 3rd Saturday of the month from 10am – 1pm starting this Saturday, March 19th. Please come and join us and see some of displays!

Dana Cunniff (Receiver of Taxes): (1) Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney) I have nothing this evening. Thank you.

Cathy Drobny, Esq. (Town Attorney) I have nothing this evening. Thank you.

PUBLIC COMMENT (for discussion of agenda topics) No one came forward

Supervisor Tollisen: Department Reports and the monthly Department Manager Reports are listed and can be viewed in the Town Clerk's Office. We do ask our Department Managers to provide monthly reports in addition to having Department Manager monthly meetings that we all discuss the important things that go on in each of the offices.

DEPARTMENT REPORTS

1. Town Justice Suchocki

Total # Cases – 120 Total Fees Submitted to the Supervisor - \$15,305

2. Town Justice Fodera

Total # Cases – 124 Total Fees Submitted to the Supervisor - \$13,783

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Building/Code Enforcement, Water Department, Planning Department, Receiver of Taxes, Water Department

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the February 28, 2022 meeting: Change of Use/Tenant Applications for Take My Dump, 15 Solar Drive and for Native Sun Flowers, 1470 Route 9, for the Neddo – Boulerice Lot Line Adjustment, 1 Allen Drive & 267 Lower Newtown Road, for a Positive Recommendation for a Proposed Amendment to the Craig and Carolyn Hayner Planned District Development (PDD). 148 Route 236, for a Minor Subdivision for the Town of Halfmoon Water Tower Subdivision, 110 Button Road, for a Site Plan Application for the LS Power Grid Generator, 13 Corporate Drive, for an Area Variance, Pinebrook Hills Single-Family, 72 Wheatfield Way.

Received & Filed

2. Received from Gilbert VanGuilder their Application/Project Narrative and Site Plans for the Forest Lane Apartments, LLC, PDD Amendment
Received & Filed
3. Received from Bruce Tanski his application, project narrative and map for the Tribley Residential PDD.
Received & Filed
4. Received from the NYS Office of Temporary and Disability Assistance information and Vendor Agreement for the NYS Low Income Household Water Assistance Program (LIHWAP) to help low income households pay the cost of drinking water and waste water services.
Received & Filed
5. Received from Isabelle Cucinella her letter of resignation from her position as Recreation Leader for the Town of Halfmoon effective March 2, 2022.
Received & Filed
6. Received from Constance & Joseph Golden, an email about their concerns over Bruce Tanski's building plans for the Tribley Farm on Farm to Market Road.
Received & Filed
7. Received from NYS DEC, a copy of the Notice of Complete Application for the project that involves navigational dredging and docking facility expansion for the Crescent Boat Club in the Town of Halfmoon.
Received & Filed
8. Received from Patricia Finigan, her letter of resignation as part-time Court Clerk, effective March 11, 2022.
Received & Filed
9. Received from William A. Fortney his letter of resignation from his position as MEO in the Highway Department effective March 13, 2022.
Received & Filed
10. Received from Christian McMahon his letter of resignation from his position as MEO in the Water Department effective March 18, 2022.
Received & Filed
11. Received from Christopher Hebert his letter of resignation from his position as MEO in the Highway Department effective March 18, 2022.
Received & Filed

OLD BUSINESS

Supervisor Tollisen: Under Old Business, this will be continued and leave that open for two more weeks for public comment regarding any of the zoning amendments and will not take any action at this time. There are some packets on the table about the zoning amendments and if anybody has any questions, please feel free to call my office or speak to our Director, Mr. Harris and we can get you those answers.

Resolution that the Town Board approves the 2022 Zoning and Code Amendments as presented remains tabled.

NEW BUSINESS

RESOLUTION NO. 100-2022

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Connors
Abstain: Catricala
Resolution Introduced by Town Clerk Bryan**

RESOLVED, that the Town Board approves the minutes of Town Board Meeting of March 02, 2022 as presented.

RESOLUTION NO. 101-2022

**Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Highway Superintendent Bryans**

RESOLVED, that the Town Board authorizes the Town Supervisor to solicit bids for the Truck Ultra Low Diesel Fuel, Unleaded Regular Gasoline and Kerosene (Diesel/Kerosene Blend) for the Town departments for fuel contract period of May 1, 2022 through April 30, 2023 to be received in the Town Clerk's Office by 11:00 am on April 6, 2022. The sealed bids received shall be publicly opened and read aloud at that time.

RESOLUTION NO. 102-2022

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Clerk Bryan**

RESOLVED, that the Town Board schedule a Public Hearing for the amendment to the Hayner PDD for April 6th, 2022 at 7:00PM or as soon as the agenda allows in the A. James Bold Meeting Room.

Supervisor Tollisen recused himself from this resolution and Deputy Supervisor Hotaling presided.

RESOLUTION NO. 103-2022

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Buildings & Grounds Maiello**

WHEREAS, the Town Board of the Town of Halfmoon is cognizant of their obligation to be fiscally responsible when determining property to acquire for the Town's use; and

WHEREAS, the Town Board authorized entering into a contract to purchase real property to establish the Floud Memorial Preserve pursuant to resolution 309-2019 for a purchase price of \$46,000.00; and

WHEREAS, the appraised value for the property is \$122,600.00;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Deputy Town Supervisor is hereby authorized to purchase the property necessary for the Floud Memorial Preserve and execute any documents necessary to effectuate the sale.
2. That the land purchase is subject to permissive referendum.

Supervisor Tollisen resumed the Town Board Meeting proceedings

RESOLUTION NO. 104-2022

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

Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board hereby authorizes the disposal of the Town Clerk's records in accordance with Records Retention Schedule LGS-1 adopted by the Town Board on August 5, 2020 with Resolution No. 214-2020, subject to the review and approval of the Town Attorney. These records have met their minimum retention period and an inventory of these records will be kept.

RESOLUTION NO. 105-2022

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby appoints William Fortney as a Building Maintenance Mechanic at Grade 5, \$24.45/hr. effective March 14, 2022, as a lateral transfer.

RESOLUTION NO. 106-2022

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

RESOLVED,

WHEREAS, the Town Board intends to adopt Lead Agency status for the amendment to the Code of the Town of Halfmoon and regulations for construction standards relating to water; and

WHEREAS, the Town of Halfmoon intends to act as Lead Agency for the Unlisted Project;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Town Board of the Town of Halfmoon hereby gives notice of their intent to declare Lead Agency pursuant to the State Environmental Quality Review Act.
2. That the Town Supervisor for the Town of Halfmoon is hereby authorized to execute any necessary documentation to remain in compliance with the State Environmental Quality Review Act, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 107-2022

**Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi**

RESOLVED, that the Town Board hereby schedules a Public Hearing for the April 6, 2022, Town Board meeting, in the A. James Bold Room, at 7:00 p.m. or as soon thereafter as their agenda allows, to discuss authorizing an amendment to the Code of the Town of Halfmoon and regulations for construction standards relating to water.

RESOLUTION NO. 108-2022

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Highways Bryans**

RESOLVED, that the Town Board hereby amends resolution #91-2022 which authorized the Highway Department to purchase two (2) 2022 Chevrolet Silverado 3500HD, regular cab pickup trucks pursuant to New York State Bid 217062/31 in the not to exceed amount of \$92,021.00 from DeNooyer as the vehicles were purchased pursuant to a bid from the town of Cobleskill, not off of State Contract, and to authorize the Highway Superintendent to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: This is an amendment to the resolution that was passed at the last meeting to clarify the bid spec.

RESOLUTION NO. 109-2022

**Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building, Planning Development Coordinator Harris**

RESOLVED, that the Town Board hereby waives any and all fees for building permits and/or inspections related to municipal projects, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 110-2022

**Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Town Justice Suchocki**

RESOLVED, that the Town Board appoints Patricia Finigan, provisionally, as a full time Court Clerk to the Town Court at Grade 3 Base Pay \$19.89/hr. effective March 14, 2022, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: Ms. Finigan has worked part time for the court and this job was open. She does have to be appointed provisionally and go through the testing process.

RESOLUTION NO. 111-2022

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

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with Unifirst to provide uniforms for the Town Highway Department, pursuant to Sourcewell Contract # 040920-UFC, and hereby authorizes the Supervisor to execute any documents necessary to effectuate the project, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 112-2022

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

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, the Town Board authorizes the Supervisor to enter into an Agreement with New York State Department of Transportation pursuant to §99-r of the General Municipal Law to permit the Town and New York State to share services, including but not limited to exchanging or lending materials to promote and assist the maintenance of State and Town roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources in the not to exceed amount of twenty five thousand dollars (\$25,000.00) and to authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: Just to clarify, this is another situation that the town is trying to partner with the state. We partner with the Town of Clifton Park on projects all of the time such as Animal Control, Grants, Transportation and road projects. The goal of which to help both municipalities be the most efficient we can and save money. This specifically is a contract with the State of New York. The State of New York was instrumental in that turn lane at Farm to Market Road and Route 9. They worked with us but we had to piece together the money. The state worked with us and they designed it for us which saved us engineering costs. Between the NYS DOT, the town, Senator Marchione's Office at the time and Assemblywoman's Walsh's Office contributed funding, we were able to get that turn lane in there.

RESOLUTION NO. 113-2022

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

RESOLVED, that the Town Board provisionally appoints Christian McMahon as a Water Distribution System Operator at Grade 7 Base Pay \$26.50/hr. effective March 19, 2022, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: Again, Christian is one of the employees of the town and he is moving to a different position and we are proud that he is moving forward.

RESOLUTION NO. 114-2022

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

Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board hereby amends Resolution No. 95-2022 approving the proposal from Amsure Insurance for the Town Insurance coverage from carrier New York Municipal Insurance Reciprocal for all coverage in the

amount of \$157,690.85 to the total increased amount of \$158,477.45 for renewal period of March 1, 2022 through March 1, 2023, subject to the review and approval of the Town Attorney. This increase is due to the insurance company's omission of mandatory NY Fire Fee and NY Auto Fee, and deletions and additions of equipment sold and a vehicle purchase not calculated in at the time of binding.

PUBLIC COMMENT (for discussion of non-agenda items) Darlene McGraw came forward

Supervisor Tollisen: The last time you were here, you had brought up the roadway by Cracker Barrel, Tower Way. I will tell you that the Highway Superintendent took that upon himself as his own project. He has met with the town engineer and they have agreed that there are some ways to be better efficient over there. So, when that road is improved this year, they are going to do some stripping to make it better for everyone, so thank you for bringing that to our attention and I think that you will see some improvement in the future.

Darlene McGraw, North Pointe: Your welcome and thank you so much! I want to thank the town for working with Clifton Park on the soon to be revised Sitterly Road. This may be directed to Lyn, with more people having E-Bikes or in my case E-Trikes. People are not sure if we are a vehicle or a bike and (siting section describing bikes) not sure how "manual power" is defined, can that be assisted by electronic power or all manual? Can you define that a bit more?

Attorney Murphy: DMV defines what a vehicle is and that is as far as conduct on the road, it is my understand unless it's been changed and I haven't looked at it since E-Bikes became a thing, but if there is a motor attached, it is considered a vehicle. I know that I prosecuted people who have driven their riding mowers on the road while drunk. I will look into it more for you and make sure that my knowledge is current. It is NYS and this town cannot amend that.

Supervisor Tollisen: That's an interesting concept.

Darlene McGraw: Our past Governor Cuomo made a small change for E-Bikes to lessen the regulations on it and we are still in this trial and error type of thing.

There being no further business to discuss or resolve, on a motion by Councilman Hotaling and seconded by Councilman Connors, the meeting was adjourned at 7:37 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion Steve Gordon
SALESPERSON
Town of Halfmoon
BUYER'S NAME
Halfmoon Town Plz
STREET ADDRESS
Halfmoon NY 12065
CITY STATE ZIP
(518) 858-1186 (518) 858-1186
RES. PHONE BUS. PHONE
Bill Bryans bbryans@townofhalfmoon.org
DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE
☒ NEW ☐ USED ☐ DEMO YEAR 2022 STOCK #
MAKE Chevrolet MODEL Silverado 3500HD
BODY Regular Cab # 8 ☒ AUTO ☐ SP. ☒ 4 WD
COLOR Summit White TRIM Work Truck
DEL. DATE ASAP MILEAGE 12
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE
YEAR NO TRADE MAKE
MODEL BODY
COLOR TYPE
MILEAGE
PLATE EXP. NEED
NO. DATE PLATES ☐

THE CLOSEOUT
BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT. PHONE
NO.

INSURANCE
INS. AGT. NEED INS. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS
DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION 20 (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.
I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO
ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.
BUYER'S SIGNATURE DATE
ACCEPTED BY *Bill Asprion* DATE 5/10/08

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE
VEHICLE PRICE + \$50368.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +
FACTORY INSTALLED EQUIPMENT +
OPTION CODE NYS BID ASSIST \$6900.00
NYS BID # 217062/31
FOR VIN # 1GC3YSE78NF241042
1GC3YSE73NF214458
Piggyback off of Cobleskill
\$50368.00+\$197.50 (Fees) -\$6900.00 (Bid Assist)
Total of \$43665.50
+ Adds of \$2345.00
Grand Total of \$46010.50
INSTALL RUNNING BOARDS, MUD GAURDS,
SPRAY IN BED LINER, REMOTE START
ALL INSTALLED \$2345.00
DEALER INSTALLED EQUIPMENT AND SERVICES +

NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.
02/23/2022 Purchaser's Initials: Date:

The optional dealer registration and title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES
SUBTOTAL OF VEHICLE AND OPTIONS \$45813.00
TRADE-IN ALLOWANCE -
OTHER (ITEMIZE) +
TAXABLE CASH DIFFERENCE
COUNTY Saratoga TAXES AT EXEMPT %
TIRE FEE \$12.50
N.Y.S. INSPECTION FEE \$10.00
REGISTRATION FEES (ESTIMATE)
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A CASH FEE - \$175.00
TOTAL SELLING PRICE \$46010.50
PLUS BALANCE OWING ON TRADE-IN +
NET
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) -
CASH DUE ON DELIVERY \$46010.50

Mayor
Rebecca Stanton-Tark

Deputy Mayor
Howard W. Burt, Jr.

Clerk-Treasurer
Sheila Wilday

Code Enforcement
Mike Piccolo

Village of Cobleskill
378 Mineral Springs Road, Suite 2
Cobleskill, NY 12043



"A Good Place to Live"
www.schohariecounty-ny.gov

Trustee
Howard W. Burt, Jr.
Matthew Barney
Thomas Johnstone
Lance Rotolo

Attorney
Shawn J. Smith, Esq.

Chief of Police
Jeffery Brown

Phone (518) 234-3891

Fax (518) 234-4075

TDD 1-800-662-1220

January 24, 2020

Dave Mattice
DeNooyer Chevrolet
127 Wolf Road
Albany, N.Y. 12205

RE: BID for 2020 Chevrolet Silverado 3500 HD

Dear Mr. Mattice:

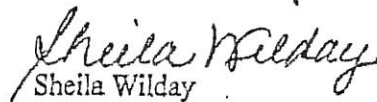
At their regular meeting held January 21, 2020, the Board of Trustees of the Village of Cobleskill accepted your bid submitted December 26, 2019, for the supply of a new 2020 Chevrolet Silverado 3500 HD or equal including plow and cap as specified, in the amount of \$43,665.50.

The village will pay the invoiced balance by check upon receipt of the vehicle.

If you have any questions regarding the bid acceptance and payment, please feel free to contact me at the above number. If you have any questions regarding delivery and acceptance of the vehicle, please contact Aaron Cooper at 518-365-6654.

Thank you for your interest in the Village of Cobleskill, we look forward to receiving the vehicle.

Sincerely,


Sheila Wilday
Clerk-Treasurer

2020
VILLAGE OF COBLESKILL
SPECIFICATIONS
FOR NEW UTILITY VEHICLE
CHEVROLET SILVERADO 3500 or EQUAL

December 13, 2019

DRAFT

INTENT

It is the intent of these specifications to describe and to establish the functional requirements of one new 2020 2 door utility vehicle substantially equivalent to Chevrolet Silverado 3500 4WD as specified or equal, to be utilized by the Village as a utility vehicle.

The apparatus shall be ready for immediate operation at the time of delivery.

GENERAL TERMS

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered a minimum and be furnished

The purchaser shall be the sole judge to whether any bid complies with these specifications and such a decision shall be final and conclusive.

The purchaser reserves the right to reject any and all bids, waive any irregularities or informalities in bidding, or re-advertise for new bids.

It is our intent to award to the lowest bidder meeting these specifications without exceptions. Certified parts availability, service capability and total life costs will be given consideration equal to the specification. Because of this we reserve the right to reject any or all bids or accept the bid deemed most advantageous.

RESPONSIBILITY AND QUALIFICATIONS OF BIDDERS

The importance of public safety associated with utility vehicle covered by this specification will exclude from consideration, when evaluating bids, manufacturers of apparatus that have not been in business for at least five (5) years – no exceptions. Certified proof of the same to be furnished at time of bid.

The contractor shall be an established manufacturer or dealer with the capability of furnishing parts and service for the next five (5) years, written proof of same to be furnished at time of bid.

The bidder must stock a complete line of all parts for this apparatus. Location of nearest service facility must be stated with particularity in bid.

A statement of financial conditions and/or Dun and Bradstreet rating must be provided to purchaser prior to award of contract if requested. Seller's responsibility and qualification will be determined at purchaser's sole discretion on the basis of same

The apparatus must be manufactured in the continental United States.

GENERAL REQUIREMENTS

Any exceptions, variations, or clarifications to these specifications must be set forth on a separate sheet in the bid. These exceptions must be numbered and relate to exact page number in specifications for easy comparison. The separate sheet containing the specific features (5-6) shall be returned with the bid and each number marked on the sheet to indicate whether the vehicle bid contains the specified feature. Failure to denote exceptions in above manner could result in immediate rejection of proposal. In addition, a general statement taking "total exception" to the specifications will result in immediate rejection.

All specifications herein contained are considered as minimum. No exceptions will be taken to items relating to gauge of metal, size of compartments and overall design.

Bidder's specifications must meet minimum requirements of all State and Federal Department of Transportation vehicle regulations at contract signing. Verified statement of compliance with same must be furnished at date of delivery.

The bid price shall not include any local, state or federal taxes. Bidder shall not be liable for any state or federally mandated tax or program after the sale of this vehicle.

MANUALS

The manufacturer must supply, at time of delivery, one (1) complete and detailed operation and maintenance manual for the vehicle.

OTHER MUNICIPALITIES

The contract as awarded shall be available for separate purchases by other municipalities and not for profit entities pursuant to Section 103, subparagraph 16 of General Municipal Law and the terms and conditions of bidding.

**ADVERTISEMENT FOR BIDS
VILLAGE OF COBLESKILL
2020 UTILITY VEHICLE**

PLEASE TAKE NOTICE, that pursuant to resolution of the Village of Cobleskill board, Schoharie County, State of New York, sealed bids for the purchase of a new vehicle (full size 4 wheel drive vehicle such as a Chevrolet Silverado 3500 or equivalent, to be utilized for Village purposes) will be received by the Board at the Village of Cobleskill, County of Schoharie, State of New York, 378 Mineral Springs Road, Cobleskill, New York 12043 until 7:30pm Eastern Standard Time, on December 26th, 2019, at which time they will be publicly opened and read aloud.

Bids may also be mailed or delivered to Village of Cobleskill offices at the address show below.

Village of Cobleskill
378 Mineral Springs Road
Cobleskill, NY 12043

Bids will be submitted in sealed envelopes and shall bear on the face thereof the name and address of the bidder.

The item to be bid shall comply with the specifications adopted by the Village of Cobleskill Board on December 13, 2019. Specifications are available to any interested bidder by writing to above address or contacting the Village of Cobleskill at 518-234-4661 or by email to acooper@cobleskill.org.

The contract for the purchase of the above item will be awarded to the lowest responsible bidder. In cases whether two or more responsible bidders submit identical bids as to price, the Board may award such contract to either of such bidders. The Board reserves the right, however, to reject any and all bids or to accept any bid deemed by them to be in the best interests of the Village of Cobleskill. No bid may be withdrawn by any bidder for a period of 30 days from the date of bid opening.

The bid shall contain such statements, resolutions, affidavits, certifications and other assurances as are or may be required under the laws of the State of New York effecting the submission of bids to a municipality pursuant to the provisions of the General Municipal Law.

VILLAGE OF COBLESKILL
, CLERK

2020
GENERAL SPECIFICATIONS

SEE LAST SHEET OF THIS SPECIFICATION FOR DETAILED SPECS

1 - The bidder shall provide a minimum 1 year warranty on all parts which shall include the labor necessary for any and all repairs due to such parts or equipment fail to operate properly during said 1 year period. The first year's period shall commence on date of delivery. If the manufacturer's or dealer's standard warranty for purchase exceeds 1 year (i.e. 36 months/50,000 miles), the Vendor's standard warranty shall be included at the bid price. Bidder shall include optional extended warranty prices for 60 months and 72 months and with \$0, \$50 and \$100 deductibles.

2- The bidder shall specify the number of working days after award of contract in which apparatus will be delivered to purchaser. The maximum delivery period shall not exceed two (2) months. The bidder shall not be held liable for delays in deliveries caused by strikes, acts of God, or other occurrences completely outside of the bidder's or its manufacturer's control.

3- Acceptance of the vehicle and related equipment shall be conditioned upon inspection and testing of same for defects and for a determination as to compliance with the specifications and contract upon the arrival of vehicle. Latent defects undiscoverable on said inspection and testing shall not be waived by inspection. The seller shall be liable for latent defects according to prevailing law in the State of New York. New York law shall govern this transaction and all actions based upon this transaction shall be initiated in the State of New York. The inspection and testing shall be made by the Village highway superintendent or his designee within ten (10) days after arrival at destination, and a written report of said inspection and testing will be forwarded to the seller at its principal office. If no said inspection and testing be made, or if no report be made by purchaser within ten (10) days after arrival, then said vehicle and equipment shall be considered as fully complying with the contract specifications, except as herein provided.

NON -COLLUSION CERTIFICATION

Each bid must be accompanied by a non-collusion certification as required by Section 103(d) the General Municipal Law of the State of New York.

PAYMENT

Cash in full within 5 days after monthly meeting at which vehicle is inspected.

OTHER TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT

The parties to this agreement hereby stipulate, agree and consent that any disputes, suits or other proceedings involving this contract or the function described herein shall be venued and heard in the Justice Court of the Village of Cobleskill provided the dispute is within the monetary jurisdiction of that court. In the event that the dispute is outside the monetary jurisdiction of the Village of Cobleskill, it is agreed that the same shall be venued and heard in the Supreme Court, County of Schenectady, State of New York.

Attorney fees: The parties agree that in any action between the parties relating to this agreement or enforcement of the right thereunder, if the village is prevailing party it shall be entitled to recover its reasonable attorney's fees, costs and disbursements.

General Indemnification: Seller shall defend, indemnify and hold harmless Byer against any all loss, injury, death, liability, claim, efficiency, action, judgement, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost or pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of Terms.

Delivery Commitment: If delivery of the vehicle per the agreement is not made within 5 days of the promised date, the purchaser may terminate the agreement without penalty. Time is of the essence with respect to the delivery date provided by the seller.

VILLAGE OF COBLESKILL
378 MINERAL SPRINGS ROAD
COBLESKILL, NEW YORK 12043

SPECIFICATIONS AND BID FORMS
FOR

New 2020 Chevrolet Silverado 3500 HD or equal

NAME OF BIDDER:

DeBayer Chevrolet

ADDRESS:

127 Wolf Road

Cobleskill, New York 12005

BIDS TO BE OPENED ON December 26, 2019 at 3:30p.m.
(date) (time)

PLACE: Village of Cobleskill Office
Attn: Aaron Cooper

THE NEXT TWO (2) PAGES INCLUDE VEHICLE SPECIFICATIONS.



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

1GC3YSE70LF179391

Model Year: 2020

Make: Chevrolet

Model: 3500HD Silverado

CK30903-LWB, 4WD, Reg Cab

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H0U-1WT/1LT/1SP/2LT-Cloth, Jet Black, Interior Trim

Engine: L8T-Engine: 6.6L, V-8, SIDI

Transmission: MYD-6-Speed Automatic

Event Code: 4200-Shipped

Order #: XGWXPQ

MSRP: \$44,275.00

Order Type: FNR-Fleet Commercial

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

	MSRP
5H1-Key Equipment, 2 Additional Keys (SEO)	\$50.00
A2X-Power Seat Adjuster (Driver's Side)	\$290.00
C49-Defogger, Rear Window, Electric	\$225.00
DWI-Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator	\$720.00
JL1-Integrated Trailer Brake Controller	\$275.00
KI4-120 Volt Electrical Receptacle, In Cab	\$225.00
PQA-1WT Safety 1 Package	\$1,090.00
U01-Roof Marker Lamps	\$55.00
UF2-Lighting, Cargo Box, LED	\$125.00
UY2-Wiring Provisions: Camper	\$35.00
VQ2-Holdback N/A, Dealer Fleet Assistance	\$0.00
VYU-Snow Plow Prep Package	\$300.00
ZLQ-Fleet Convenience Package	\$1,190.00

No Cost Options

FLT-FLEET

GT4-Rear Axle: 3.73 Ratio

JFN-GVW Rating 11,100 Lbs, Single Rear Wheels

L8T-Engine: 6.6L, V-8, SIDI

MYD-6-Speed Automatic

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions

PYT-Wheels: 18" Steel, Painted

Other Options

1WT-Work Truck Preferred Equipment Group
AQQ-Keyless Remote Entry
BG9-Floor Covering: Rubberized Vinyl, Black
E63-Durabed
GAZ-Summit White

IOR-Chevrolet Infotainment, 8" Color Screen
K47-Air Cleaner, High Capacity
KNP-Transmission Cooling System
NQF-Transfer Case: w/ Rotary Dial Control,
Electronic Shift
QF6-Tires: LT275/70 R13 All Terrain, Blackwall

SAF-Spare Tire Lock
V43-Bumper, Front, Chrome
VJH-Bumper, Rear, Chrome Step
YK6-SEO Processing Option
ZYG-Tire, Spare: LT275/70 R13 All Terrain,
Blackwall

A52-Seats: Front 40/20/40 Split Bench
AU3-Power Door Locks
DD8-ISRV Mirror, Electro-chromatic
G30-Locking Differential, Rear
H0U-1WT/1LT/1SP/2LT-Cloth, Jet Black,
Interior Trim
K34-Cruise Control
KC4-Cooler, Engine Oil
KW5-Alternator, 220 AMP
NZZ-Skid Plate

QT5-Tailgate Function--EZ Lift, Power Lock &
Release
UVC-Rear Vision Camera
V76-Recovery Hooks
VK3-Front License Plate Mounting Provisions
Z32-Trailer Package

"-" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Truck specs must include 10-way power driver seat, rear window defogger, heated trailering mirrors, integrated trailer brake controller, V/T safety package, 18" painted steel wheels, durabed lighting, trailering package, snow plow prep, WT Fleet convenience package, two additional keys and come complete with 9' Fisher HD2 straight blade plow and white painted service cap with single T-lock rear door, driver and passenger side window configuration with standard toolboxes installed.

VILLAGE OF COBLESKILL
378 MINERAL SPRINGS ROAD
COBLESKILL, NEW YORK 12043

BID OFFER

Bid Opening: December 26, 2019

Time: 3:30 P.M.

New 2020 Chevrolet Silverado 3500 HD or equal

Total Bid Price, Delivered \$ 43,665.50

The undersigned agrees to furnish and deliver, in accordance with all specifications and general conditions contained in the attached bid information.

12/17/19

Date

[Signature]
Authorized Signature

D. M. Maffice

Company Name

Dave Maffice

Printed Authorized Signature

578-816-1362

Telephone Number

127 Wolf Road.

Street/Box No.

578-458-8263

FAX No.

Colonia, NY, 12205

City/State/Zip Code

dmaffice@denneychevrolet.com

E-Mail Address

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup, delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date, and shall be renewed or extended only by written agreement of the parties.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used, and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by New York law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

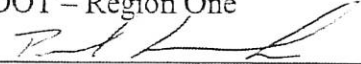
SHARED SERVICES AGREEMENT

Between
NYSDOT and the Town of Halfmoon

THIS AGREEMENT, dated March 16, 2022, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Halfmoon, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) ☐ or four (4) ☒ years from 3/16/2022 to 3/15/2026. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region One

By:  Date: 3/11/22
 Resident Engineer – Saratoga County

MUNICIPALITY

By: _____ Date: _____
 _____ Highway Superintendent

NYSDOT – Region One

By: _____ Date: _____
 Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, and/or equipment to be shared:

Snow removal, storm damage recovery, etc.

Estimated cost/value of services, equipment, and/or materials:

Total NYSDOT cost/value: **\$25,000**

MUNICIPALITY

Description of services, materials, and/or equipment to be shared:

Snow removal, storm damage recovery, etc.

Estimated cost/value of services, equipment, and/or materials:

Total MUNICIPALITY cost/value: **\$25,000**