

TOWN BOARD MEETING AGENDA
February 02, 2022

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PRESENTATION: TRIBLEY RESIDENTIAL – ARLINGTON HEIGHTS PDD AMENDMENT

PRESENTATION: PROPOSED 2022 ZONING & CODE AMENDMENTS

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.

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: April 9th from 9:30 AM-11:30 AM at the Halfmoon Highway Garage located at 322 Route 146. This is a FREE service for Halfmoon residents. You are asked to bring at least one canned item per box for the Food Pantry.

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 held on March 24 – 27 at the library.

TOWN MEETINGS:

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

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

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

Trails and Open Space Committee: 2/22, 4/18, 5/16, 7/18, 9/19, and 11/21/22, at 7:00 pm in the Town Hall.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

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

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

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

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

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

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

Lyn Murphy, Esq., (Town Attorney)

Cathy Drobny, Esq. (Town Attorney)

PUBLIC COMMENT (for discussion of agenda topics)

DEPARTMENT REPORTS –

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Water Department, Town Clerk's Office, Highway Department

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the January 24, 2020 meeting: for Change of Use/Tenant Applications for Rome Bath Remodeling Warehouse/Operation, 9 Parkford Drive, for The Cleaning Authority, 1581 Route 9 (Fireside Plaza), and for Seasonal Outside Use at the Home Depot, 4. Halfmoon Crossing and for Renewal of the Site Plan Approval for Cole's Collision, 1624 Route 9.
2. Received from Craig Hayner the Application, Narrative, Site Plan Map and the Environmental Assessment Form for the Hayner PDD Amendment.

OLD BUSINESS

NEW BUSINESS

66. Resolution that the Town Board approve minutes of the Town Board Meeting of January 19, 2022 as presented.
Resolution Introduced by Town Clerk Bryan
67. Resolution that the Town Board authorizes the Supervisor to enter into an agreement with VHB Engineering, Surveying, Landscape Architecture and Geology, P. C. to assess the traffic associated with the proposed residential development located at 12 Dunsbach Road in the not to exceed amount of eleven thousand five hundred dollars (\$11,500) paid through the applicants escrow system and to authorize the Supervisor to sign the agreement dated January 24, 2022, and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.
Resolution Introduced by Building, Planning Development Coordinator Harris
68. Resolution that the Town Board authorizes the Supervisor of Buildings and Grounds to dispose of a snow blower attachment for a Toro Dingo Compact Loader by placing it on Auctions International as it is no longer of use to the town and that the Town Clerk shall update both the Town's Asset Inventory list and insurance coverage
Resolution Introduced by Supervisor of Buildings and Grounds Maiello
69. Resolution that the Town Board authorizes the purchase of a E60 R2-Series Bobcat Compact Excavator from Neal Plummer, Bobcat of Saratoga, LLC pursuant to State contract #PC69396 in the not to exceed amount of \$74,318.88 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.
Resolution Introduced by Superintendent of Highways Bryans

70. **Resolution** that the Town Board authorizes the purchase of a Fisher 8.5' Xtreme V2 steel snowplow from Dejana Truck and Utility Equipment pursuant to Sourcewell contract #080818-DDY in the not to exceed amount of \$6,950.50 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.
Resolution Introduced by Supervisor of Buildings and Grounds Maiello

71. **Resolution** that the Town Board authorizes the purchase of a 2021 Dodge Durango SXT AWD SUV from Robert Green Auto & Truck Inc. pursuant to New York State Office of General Services Mini-Bid under the NYS Vehicle Marketplace in the not to exceed amount of \$31,785.09 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.
Resolution Introduced by Supervisor of Buildings and Grounds Maiello

72. **Resolution** that the Town Board authorizes the Town Supervisor to enter into a contract with Thomas J. Koval (owner) to purchase the property necessary in the not to exceed amount of one hundred and ten thousand dollars (\$110,000) for the improvements to the Town's potable water system and execute any documents necessary to effectuate the sale, subject to permissive referendum, per the review and approval of the Town Attorney.
Resolution Introduced by Director of Water Tironi

73. **Resolution** that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.
Resolution Introduced by Comptroller Hatter

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN



Engineers | Scientists | Planners | Designers
100 Great Oaks Boulevard, Suite 118, Albany, New York 12203
P 518.389.3600 F 518-452-0324 www.vhb.com

Client Authorization

- New Contract
- Amendment No.

Date: January 4, 2022

Project No. 81053.21

Project Name: Shea Pointe, 12 Dunsbach Road, Town of Halfmoon, NY

To: Mr. Richard Harris
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

	Cost Estimate	
	Amendment	Contract Total
Lump Sum		\$8,500
T&E		\$3,000
TOTAL		\$11,500

Email: rharris@townofhalfmoon.org

- Lump Sum
- Cost + Fixed Fee
- Time & Expenses
- Labor Multiplier

Phone No: (518) 371-7410 x2266

Estimated Date of Completion:

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (VHB) has developed the following scope of services to assess the traffic associated with the proposed residential development located at 12 Dunsbach Road in the Town of Halfmoon. The scope of services is based on our understanding of the proposed project, the study area, and our experience in the Town. This scope supersedes the previous scope of work dated January 11, 2021.

SCOPE OF SERVICES

Review of the proposed project indicates that the peak hour trip generation for the 110 multi-family residential units will be less than the New York State Department of Transportation (NYSDOT) and Institute of Transportation Engineers (ITE) trip thresholds that indicate the likelihood that the project will result in impacts that require mitigation. However, VHB is aware of traffic concerns at the Dunsbach Road/Crescent Vischer Ferry Road intersection due to continued traffic volume growth in this area of Town. Therefore, a detailed evaluation of intersection operations will be conducted at the Dunsbach Road/Crescent Vischer Ferry Road intersection. The proposed scope of services to address traffic is summarized below:

- > Automatic traffic recorders (ATRs) will be placed on Dunsbach Road near the project site and on Crescent Vischer Ferry Road near Dunsbach Road to record traffic volumes and vehicle speeds for a period of several days to document the current traffic conditions.
- > Peak hour turning movement counts (TMCs) will be conducted at the Dunsbach Road/Crescent Vischer Ferry Road intersection during the weekday morning peak period from 7:00 to 9:00 AM and weekday afternoon peak period from 4:00 to 6:00 PM.
- > Although data has shown that travel pattern change associated with the COVID-19 pandemic in the Capital Region have generally normalized, traffic volumes will be adjusted as needed to be more reflective of typical existing traffic volumes. The Town will provide data for other completed traffic studies (i.e., Krause property, Linden Village) and VHB will obtain available historical traffic volumes to use in confirming base traffic volumes on Dunsbach Road and at the Crescent Vischer Ferry Road/Dunsbach Road intersection. Available traffic volumes from NYSDOT (2018 volumes on Dunsbach Road, 2018 volumes on Crescent Vischer Ferry Road) and growth rate information obtained from the Capital District Transportation Committee (CDTC) will be used to develop peak hour traffic volumes at the study area and site access intersections.
- > Existing roadway and traffic control features and conditions, such as roadway geometry, speed limits, functional classification, pedestrian accommodations, and transit will be verified in the study area.
- > Sight distance will be measured at the proposed site access intersection and compared to industry guidelines.

- › Weekday AM and PM peak hour trip generation for the proposed site will be estimated using data published in the latest edition of ITE's *Trip Generation Manual*.
- › The site-generated trips will be distributed onto the adjacent roadway network and at the study intersection. An evaluation of the Dunsbach Road/Crescent Vischer Ferry Road will be completed for the existing, no-build, and build conditions for the AM and PM peak hours and an evaluation of the site driveway intersection with Dunsbach Road will be conducted for the AM and PM peak hours for the build conditions using procedures consistent with the Highway Capacity Manual (HCM). VHB will conduct a qualitative assessment of the volume traveling to and from the site from the south on Dunsbach Road via Clamsteam Road.
- › VHB will review the existing and future anticipated peak hour traffic volumes at the Dunsbach Road/Crescent Vischer Ferry Road intersection. The future volumes will consider other approved developments and the volumes associated with the proposed project. VHB will review peak hour signal warrant criteria found in the *Manual of Uniform Traffic Control Devices* to determine if the criteria are met for installation of a traffic signal. If the peak hour criteria are met, VHB will use available hourly distribution of traffic volumes (and future volumes with site traffic) to review the four-hour and eight-hour warrant criteria.
- › A letter report will be prepared that summarizes the following:
 - Existing traffic volumes and surrounding roadway network (Dunsbach Road, Crescent Vischer Ferry Road).
 - Weekday AM and PM peak hour trip generation associated with the proposed development.
 - Level of service and capacity evaluations at the Dunsbach Road/Crescent Vischer Ferry Road intersection and the Dunsbach Road/site access intersection for the AM and PM peak hours for Existing, No-Build and Build conditions.
 - Existing and future traffic volumes at the Dunsbach Road/Crescent Vischer Ferry Road intersection and comparison to MUTCD signal warrant criteria. This evaluation will also summarize the site related trips traveling through this intersection contributing to the overall intersection volumes and potential need for a signal.
 - A qualitative discussion of vehicles traveling to and from the site from the south on Dunsbach Road.
 - Review of sight distance evaluation, comparison to industry guidelines and summary of any proposed mitigation to improve sight lines, if applicable.

The scope of work includes one round of comments by the client before finalizing the report. VHB will perform the Scope of Services outlined above for a **lump sum fee of \$8,500**. Invoices will be mailed monthly representing the percent of the scope complete.

It is assumed that the Town may request VHB attend agency or Town meetings to present the findings of the traffic evaluation. It is proposed that time for meetings be billed on a **time and expense basis**. It is also anticipated that responses to agency or public comments may be required as the project moves through the site plan approval process. As it is difficult to predict the level of comments that may be received, it is also proposed that this work be billed on a **time and expense basis**. As part of this scope, **an estimated additional time and expense fee of \$3,000** has been included for this supplemental work which is approximately 12-15 hours of project manager and staff time for meetings and responses to comments. If the level of effort will exceed this budget, VHB will inform the client and prepare a contract amendment. The time and expense budget will be initiated if VHB is asked to attend meetings or respond to comments after submission of the letter report.

In addition to professional fees, VHB is to be reimbursed for expenses related to the project (outside of the lump sum tasks), such as mileage, printing and reprographics, shipping, courier service charges, purchase of maps and documents, etc. These direct expenses will be billed at cost plus 10%. This adjustment covers the additional expense of coordination/administration.

SERVICES NOT INCLUDED:

For the purposes of this proposal, the following services are not included:

- › Field collection of traffic volumes beyond the TMC at one intersection for two peak hours and the two ATRs detailed in the scope.



- > Detailed analysis of additional off-site intersections beyond the Dunsbach Road/Crescent Vischer Ferry Road intersection and site access intersection described in the scope.
- > The use of supplemental data sources beyond those identified in the scope of services to develop existing traffic conditions in the study area. The need to use other "big data" sources would require a contract amendment as this data has to be purchased from outside sources.
- > Detailed design and permitting of identified mitigation or for the proposed site driveway.
- > Crash evaluation.

This proposal addresses only the scope of services specifically set forth herein; a Contract Amendment will be prepared for additional services, if necessary. Our scope and fees assume that once the analysis begins there would be no changes to the project program that require changes to our work, no delays beyond our control would require us to redo work performed, and the analysis methodologies do not change. Should any of the above occur, a Contract Amendment would be prepared for your review and authorization.

If the scope of services and terms and conditions are acceptable, please sign the client authorization and return to VHB. Thank you for the opportunity to be part of the team on this project.

Prepared by: Alanna Moran, PE

Document Approval: Wendy Holsberger, PE, PTOE

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE
AND GEOLOGY, P.C. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print Wendy Holsberger

Print: _____

Title: Managing Director - Albany

Title: _____

Date: _____

Date: _____



PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



Bobcat

Product Quotation

Quotation Number: AMS-04479

Date: 2022-01-17 12:35:16

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
Town of Halfmoon Highway Dept Attn: Bill 322 Route 146 HALFMOON, NY 12065	Neal Plummer Bobcat of Saratoga, LLC,Gansevoort,NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E60 R2-Series Bobcat Compact Excavator Auto-Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> W/ Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117&gt;2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float	M3321	1	\$55,267.10	\$55,267.10
Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start LED Work Lights Long Arm Rubber Tracks Spark Arrestor Standard 5 in. Display Turbocharged, Tier 4, Non DPF Vandalism Protection Work Lights X> Change Attachment Mounting System Warranty: 2 years, or 2000 hours whichever occurs first				
P62 Performance Package "Long Arm Clamp with Diverter Valve	M3321-P06-P62	1	\$3,642.80	\$3,642.80
C42 Comfort Package "Enclosed Cab with HVAC Cloth Suspension Seat	M3321-P07-C42	1	\$6,565.30	\$6,565.30
Travel Motion Alarm Radio"				
24" MX4 XCHG SMOOTH	7311869	1	\$1,229.68	\$1,229.68
Total of Items Quoted				\$66,704.88
Dealer P.D.I.				\$250.00
Freight Charges				\$2,447.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$4,917.00
Quote Total - US dollars				\$74,318.88

*Prices per the New York State Contract - PC69396

*Terms Net 60 Days. Credit cards accepted.

*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

*TID# 38-0425350

*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? YES NO

Exempt in the State of _____

Tax Exempt ID: _____

FEDERAL - _____

STATE - _____

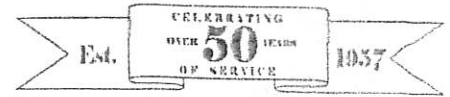
Expiration Date: _____

Res. 70

DEJANA

Truck and Utility Equipment

QUOTE



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	DSP000887
DATE	1/28/2022

BILL TO: TOWN OF HALFMOON

SHIP TO: TOWN OF HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON NY 12065

2 HALFMOON TOWN PLAZA
HALFMOON NY 12065

Phone: 518-371-7410
Fax: 518-348-0368
Email:

Phone: 518-371-7410
Fax: 518-348-0368

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
Darren Springer		No	2/27/2022

MAKE:	FORD	MODEL:	F-350	YEAR:	2017	SRW/DRW:	SRW
CAB TO AXLE:		WHEELBASE:	142.0	VIN:			
STOCK/ORDER NUMBER:		TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 1057					

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY ONLY A FISHER 8.5' XTREME V2 MILD STEEL SNOWPLOW BLADE SHOES NOT INCLUDED DELIVERY SUBJECT TO AVAILABILITY		
1	NIGHTHAWK HEADLIGHT KIT, HALOGEN, STANDARD WITH PLOW		
1	MUNICIPAL PRICING USED		
1	FISHER RUBBER DEFLECTOR FOR 8.5' - 9.5' XV2 PLOW		
1	CUSTOMER PICKUP AT OUR LOCATION		

SUBTOTAL	\$6,950.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$6,950.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

- ◆ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ◆ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Quote #**DSP000887**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis	<input type="checkbox"/>	Dealer Chassis	<input type="checkbox"/>	Dealer Drop Ship Chassis	<input type="checkbox"/>
Make	_____	Model	_____	Color	_____
Stock #	_____	Factory Order #	_____	VIN	_____
Year	_____	Ready for Pickup (if dealer chassis)	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- ◆ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM
- ◆ OR FAX BACK TO 631-544-3501
- ◆ Labor and installation are included in all pricing.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassi
- ◆ A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment. An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.

Notes:

Res. 7)

8970 (1) Mid-Size SUV AWD - Town of Halfmoon

Robert Green Auto & Truck Inc

Pre-Existing Vehicles Pricing Sheet

#	Model Year	Make	Model & Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	Total Number of Vehicles	NYS Price for Vehicle
1	2021	DODGE	DURANGO SXT	WDEL75	BLACK	LIGHT GRAY	CLOTH	AWD	GAS	\$39,855	22.13%	\$31,035.09	\$750	1	\$31,785.09
2														1	
3														1	
4														1	
5														1	
Total															

Comment:

- Each row represents one vehicle offered.
- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- Offering less cars than the number of rows provided is acceptable. However, the orange/green status bar will show that the pricing sheet is partially unfilled. Buyers will only see completed rows.
- If you would like to offer more cars than the number of rows provided, please submit multiple offers.

DRAFT