

TOWN BOARD MEETING AGENDA
March 16, 2022

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PRESENTATION: FOREST LANE APARTMENTS PDD AMENDMENT

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.

HALFMOON HISTORICAL SOCIETY will be Open Saturday, March 19th from 10am – 1pm located on the Town Campus next to the Senior Center

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.

2022 RABIES CLINICS: April 5, May 17, June 28, August 23, October 8. At the 4-H Training Center 556 Middle line 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.

OPIOD TRAINING: April 5th at 6PM in the A. James Bold Meeting Room

YELLOW RIBBON DAY - April 9, 2022 at 11 a.m. at the Veteran's Memorial in the Halfmoon Town Park, 162 Route 236 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 7:00 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).

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

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, Planning Department, Receiver of Taxes, Water Department, Building & Grounds

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.

2. Received from Gilbert VanGuilder their Application/Project Narrative and Site Plans for the Forest Lane Apartments, LLC, PDD Amendment

3. Received from Bruce Tanski his Application, Project Narrative and Map for the Tribley Residential PDD.

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.

5. Received from Isabelle Cucinella her letter of resignation from her position as Recreation Leader for the Town of Halfmoon effective March 2, 2022.

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.
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.
8. Received from Patricia Finigan, her letter of resignation as part-time Court Clerk, effective March 11, 2022.
9. Received from William A. Fortney his letter of resignation from his position as MEO in the Highway Department effective March 13, 2022.
10. Received from Christian McMahon his letter of resignation from his position as MEO in the Water Department effective March 18, 2022.
11. Received from Christopher Hebert his letter of resignation from his position as MEO in the Highway Department effective March 18, 2022.

OLD BUSINESS

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

NEW BUSINESS

101. Resolution that the Town Board approve the minutes of Town Board Meeting of March 02, 2022 as presented.

Resolution Introduced by Town Clerk Bryan

102. Resolution that the Town Board authorizes the Town Supervisor to solicit bids for Truck Ultra Low Diesel Fuel, Unleaded Regular Gasoline and Kerosene (Diesel/Kerosene Blend) for 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, subject to the review and approval of the Town Attorney. The sealed bids received shall be publicly opened and read aloud at that time.

Resolution Introduced by Superintendent of Highways Bryans

103. Resolution 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.

Resolution Introduced by Town Clerk Bryan

104. **Resolution** 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 the appraised value for the property is \$122,600.00; and further authorizes the Deputy Town Supervisor to execute any documents necessary to effectuate the sale, subject to permissive referendum and the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Buildings & Grounds Maiello

105. **Resolution** 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 Introduced by Town Clerk Bryan

106. **Resolution** 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 Introduced by Supervisor of Buildings & Grounds Maiello

107. **Resolution** That the Town Board of the Town of Halfmoon hereby gives notice of their intent to declare Lead Agency status for the amendment to the Code of the Town of Halfmoon and regulations for construction standards relating to water pursuant to the State Environmental Quality Review Act and 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 Introduced by Director of Water Tironi

108. **Resolution** 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 Introduced by Director of Water Tironi

109. **Resolution** 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 combined sum of \$92,021.00 from DeNooyer as the vehicles were purchased pursuant to a bid from the Town of Cobleskill, and not from 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.

Resolution Introduced by Superintendent of Highways Bryans

110. **Resolution** 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 Introduced by Building, Planning Development Coordinator Harris

111. **Resolution** that the Town Board appoints Patricia Finigan, provisionally, as a full time 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.

Resolution Introduced by Town Justice Suchocki

112. **Resolution** 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 Introduced by Superintendent of Highways Bryans

113. **Resolution** 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.

Resolution Introduced by Superintendent of Highways Bryans

114. **Resolution** 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.

Resolution Introduced by Director of Water Tironi

115. **Resolution** 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.
Resolution Introduced by Town Clerk Bryan

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN



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

Bill Asprion SALESPERSON Steve Gordon
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
MAKE Chevrolet MODEL Silverado 3500HD YEAR 2022 STOCK #
BODY
TYPE Regular Cab # Cyl 8 AUTO SP. 4 WD
BODY 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"; returned for nonconformity of its warranty

THE TRADE

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

THE CLOSEOUT

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

INSURANCE

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

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 170 (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

CHECK ONLY. BUYER'S SIGNATURE DATE ACCEPTED BY Bill Asprion DATE 5/10/20

THE PRICE

VEHICLE PRICE	+	\$50368.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	+	
FACTORY INSTALLED EQUIPMENT	+	
OPTION CODE		
NYS BID ASSIST		
NYS BID # 217062/31		\$6900.00
FOR VIN #S 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 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. Purchaser's Initials: Date: 02/23/2022

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$50.00 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 DMV FEE - \$	+	\$175.00
TOTAL SELLING PRICE		\$46010.50
PLUS BALANCE OWING ON TRADE-IN	+	
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	-	
CASH DUE ON DELIVERY		\$46010.50

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

Mayor
Rebecca Stanton-Terk

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:

DeMayer Chevrolet

ADDRESS:

127 Wolf Road

Cobleskill, New York 12043

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.

GM 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
V46-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, WT 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.

12/19/19
Date

[Signature]
Authorized Signature

Dave Mattice
Company Name

Dave Mattice
Printed Authorized Signature

578-816-1362
Telephone Number

127 Wolf Road.
Street/Box No.

518-458-8263
FAX No.

Cobleskill, NY, 12043
City/State/Zip Code

dmatrice@denovpr Chevrolet.com
E-Mail Address

Rev. # 112

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: CUUR000SAG, 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) [x] 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: [Signature] 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**