

Agenda
April 15, 2024
at Piseco Common School
Town of Arietta

- Call to Order
- Roll Call
- Motion to approve minutes for the April 1, 2024 meeting

- Resolutions
 - 24-04-20 **Handbook Update**
 - 24-04-22 **Vector One IT Solutions**
 - 24-04-23 **McFarland-Johnson Inc. NYSDOT 2022 Aviation Grant**
 - 24-04-24 **Transfer of Funds**
 - 24-04-25 **Piggyback Highway Purchase Truck Ram 3500**
 - 24-04-26 **Piggyback Highway Purchase Truck Ram 4500**
 - 24-04-27 **Piggyback Highway Purchase Dump Body**

- **Snowmobile Trails – Grier**
- **Town Buildings / Grounds - Stobo**
- **Recreation / Website / Campsite - Wilt**
- **Lake / Dam / Cemetery - Rajca**
- **Finance / Airport / Internal Management / Insurance - Rhodes**
- **Superintendent / Report – Small**
- **Codes and Zoning – Lascola**

- **Old Business**
 - Hangar Lease

- **New Business**
 - Motion to accept the bills
 - Public Comment
 - Designation of next Meeting Monday, May 6, 2024
 - **Motion to adjourn**

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024

Resolution # 24- 04 - 20

Subject: Update Employee Handbook

Resolution Offered By: _____

WHEREAS: the Town Board of the Town of Arietta is desirous of maintaining an up-to-date Employee Handbook which details current and accurate personnel policies and procedures, employee benefits, compliance policies, and other pertinent information governing employment related matters, and

WHEREAS: the Town Board has reviewed the adopted 2013 version of said updated Employee Handbook and has made determinations as to appropriate content, and

WHEREAS: after review and discussion, the Town Board has made changes in the Handbook as per the new wording that is outlined in the attached pages, therefore

BE IT RESOLVED: this 15th day of April, 2024, that the attached documents be adopted as changes to the official Employee Handbook of the Town of Arietta, and

FURTHER BE IT RESOLVED: that the Town of Arietta Town Board rescinds all prior passed resolutions regarding the attached outlined sections of the Handbook and approves the newly updated and revised changes to the Town of Arietta Employee Handbook as attached, and a copy of said changes shall be distributed, with a signed copy of this resolution, to all Town officials and employees.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

102 Definitions

Town of Arietta – For purposes of this Employee Handbook, the Town of Arietta may be referred to as the “Town”.

Town Board – For purposes of this Employee Handbook, “Town Board” will mean the Town Board of the Town of Arietta.

Elected Official – For the purposes of this Employee Handbook, “Elected Official” will mean and refer to any of the following elected officials of the Town of Arietta:

- Town Supervisor
- Town Board Members
- Town Justices
- Town Clerk
- Superintendent of Highways
- Receiver of Taxes

Town Supervisor – For purposes of this Employee Handbook, “Town Supervisor” will mean the Town Supervisor of the Town of Arietta. When referenced in this Employee Handbook, Town Supervisor shall also mean an individual acting with the Town Supervisor’s properly designated authority.

Department Head – For purposes of this Employee Handbook, “Department Head” will mean the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Arietta. This definition will be applicable in the event such person is serving in an acting, temporary, or provisional status in the position of Department Head. This term shall also include the Town Supervisor, where any individual must report directly to the Town Supervisor.

Supervisor – For purposes of this Employee Handbook, “supervisor” will mean the individual so designated by the Department Head to direct and inspect the performance of employees.

Employee – For the purposes of this Employee Handbook, “employee” will mean a person employed by the Town, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an independent contractor.

Civil Service Law – For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the *Rules for the Classified Civil Service of Hamilton County*.

Hire Date – For purposes of this Employee Handbook, “Hire Date” will mean the date an employee begins working in exchange for wages. (Added for clarity 4/15/24)

Anniversary Date – For purposes of this Employee Handbook, “Anniversary Date” will mean the date an employee becomes a permanent employee upon successful completion

of their probationary period. The term "Anniversary Date" is synonymous and interchangeable with the term "Permanent Hire Date". (Added for clarity 4/15/24)

Permanent Hire Date – For purposes of this Employee Handbook, "Permanent Hire Date" will mean the date an employee becomes a permanent employee upon successful completion of their probationary period. The term "Permanent Hire Date" is synonymous and interchangeable with the term "Anniversary Date". (Added for clarity 4/15/24)

103 The Purpose of this Employee Handbook

Statement of Purpose – The purpose of this Employee Handbook is to communicate the Town's personnel policies and practices to all employees and Elected Officials. It is extremely important that each employee understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such.** That is, employment can be terminated at any time at the will of either the employer or the employee, subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, Town Law, or any other applicable law, rule, or regulation. The provisions and policies contained in this Employee Handbook are intended to supersede any and all prior manuals, guidelines or related policies issued by the Town of Arietta.

Unless otherwise required by law, the provisions of this Employee Handbook are for Town use only and do not apply in any criminal or civil proceeding. The Employee Handbook provisions shall not be construed as a creation of higher legal standard of safety or care. Notwithstanding the above, a violation of a Handbook provision may form the basis for administrative action by the Town and any subsequent judicial or administrative proceeding.

Plan Documents – Some of the subjects described in this Handbook are covered in greater detail in benefit plan documents or applicable laws governing the benefit, such as New York State Retirement Law for retirement benefits. This handbook only briefly summarizes those benefits. The terms of written insurance policies, benefit plans, and applicable laws and regulations control in all cases.

Previous Employee Handbook – Unless otherwise specified, this Employee Handbook supersedes and replaces any previous employee handbook or personnel policies issued by the Town concerning all policies contained herein.

Superseding Agreements – In the event an expressed and explicit provision set forth in a separate written agreement between the Town and an employee should conflict with any employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of that agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Questions – Any questions regarding any topic covered in this Employee Handbook should be directed to the appropriate Department Head.

800 EMPLOYEE BENEFITS

801 *Holidays*

Designated Holidays – The Town of Arietta will follow the designated holidays established annually by the Hamilton County Board of Supervisors.

Eligibility – A full-time employee is eligible for holiday pay at the employee's regular rate of pay *after successful completion of their probationary period and effective on their permanent hire date (aka anniversary date). (Revised 4/15/24)* A part-time, temporary, or seasonal employee is not eligible for holiday pay.

Holiday Observance – In the event a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

Holiday Pay Requirement – Unless otherwise authorized, a FLSA non-exempt employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay.

Assigned to Work on a Holiday – A full-time FLSA non-exempt employee who is required to work on a designated holiday will receive holiday pay plus wages at one and one-half times the employee's regular rate of pay. A part-time, temporary, or seasonal employee who works on a designated holiday will be paid at the employee's regular rate of pay.

802 Vacation Leave

Eligibility – A full-time employee is eligible for paid vacation leave. A part-time, temporary, or seasonal employee is not eligible for paid vacation leave.

Allowance (Employees Hired Prior to July 1, 1999) – A full-time employee hired prior to July 1, 1999 will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited. The employee will be credited on January 1 for the vacation leave earned during the previous year.

VACATION SCHEDULE EMPLOYEES HIRED PRIOR TO JULY 1, 1999	
After Completion Of:	Vacation Leave
1 year of continuous service	13 days
2 years of continuous service	14 days
3 years of continuous service	15 days
4 years of continuous service	16 days
5 years of continuous service	17 days
6 years of continuous service	18 days
7 or more years of continuous service	20 days

Allowance (Employees Hired On or After July 1, 1999) – A full-time employee hired on or after July 1, 1999 will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited. The employee will be credited on January 1. A newly hired full-time employee will receive vacation leave depending upon the month in which the employee was hired as indicated below. The employee must successfully complete the probationary period before vacation leave is considered to have been earned.

VACATION SCHEDULE EMPLOYEES HIRED ON OR AFTER JULY 1, 1999	
Newly Hired Employee: If hired During the Months of	Vacation Leave Credited on following January 1
January – February – March	10 days
April – May – June	8 days
July – August – September	6 days
October – November – December	4 days
After Completion Of:	Vacation Leave Credited on following January 1
1 year of continuous service	10 days
5 years of continuous service	15 days
10 or more years of continuous service	20 days

Allowance (Employees Hired On or After April 15, 2024) – A full-time employee hired on or after April 15, 2024, will be credited with vacation leave in accordance with the Vacation Schedule below. An employee must successfully complete their probationary period and be given a permanent hire date (aka anniversary date). Vacation leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may use vacation leave only after it has been credited. All earned vacation leave will be credited on January 1 in accordance with the Vacation Schedule below. (Revised 4/15/24)

VACATION SCHEDULE EMPLOYEES HIRED ON OR AFTER APRIL 15, 2024	
Newly Hired Employee: If Permanent Hire Date (aka Anniversary Date) Falls During the Month(s) Of:	Vacation Leave Credited on the Following January 1:
January – February – March	10 days
April – May – June	8 days
July – August – September	6 days
October	4 days
November	3 days
December	2 days
Subsequently, After Completion Of:	Vacation Leave Credited on the Following January 1:
1 year of continuous service	10 days
5 years of continuous service	15 days
10 or more years of continuous service	20 days

Continuous Service – Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

Scheduling – An employee must receive prior approval from the employee’s Department Head to take vacation leave. The Department Head will have total discretion in the approval of vacation leave.

Accumulation – An employee **may not** accumulate vacation leave credits. Any vacation leave credits remaining unused at the close of business for the last payroll in December, which the Town Board establishes each year by resolution, will be cancelled.

Holiday During Scheduled Vacation – In the event a designated holiday occurs on an employee’s normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee’s vacation leave credits will not be charged for that day.

Separation of Employment – An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee’s then current rate of pay. To be eligible to receive this payment, an employee

who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

803 Sick Leave

Eligibility – A full-time employee is eligible to use paid sick leave after the completion of six months of continuous employment. A part-time, temporary, or seasonal employee is not eligible for paid sick leave.

Allowance – New Employee – A newly hired full time employee will be credited with eight hours of sick leave time per month, but will not be able to use such until they have 6 months of continuous employment with the Town of Arietta. Effective 5-5-2022 for new employees only

Accrual During Leaves of Absence – An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

Proper Use of Sick Leave – Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for personal visits to a doctor or dentist.

Family Sick Leave – An employee may use up to five days of sick leave credits annually for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's accumulated sick leave credits. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child.

Accumulation – An employee may accumulate sick leave credits to a maximum of 720 hours. *If an employee reaches 720 hours, sick leave credits will resume after the payroll period in which the employee falls below the maximum. (Added for clarity 4/15/24)*

Medical Verification – The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy in this Employee Handbook shall apply.

Abuse of Sick Leave – An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

Separation of Employment – An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused sick leave. Effective 5-5-2022

804 Personal Leave

Eligibility – A full-time employee is eligible for paid personal leave. A part-time, temporary, or seasonal employee is not eligible for paid personal leave.

Allowance – A full-time employee will be credited with personal leave in accordance with the Personal Leave Schedule below. An employee must successfully complete their probationary period and be given a permanent hire date (aka anniversary date). Personal leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may use personal leave only after it has been credited. All earned personal leave will be credited on January 1 in accordance with the Personal Leave Schedule below. (Revised 4/15/24)

PERSONAL LEAVE SCHEDULE

PERSONAL LEAVE SCHEDULE	
Newly Hired Employee: If Permanent Hire Date (aka Anniversary Date) Falls During the Month(s) Of:	Personal Leave Credited on the Following January 1:
January – February – March	5 days
April – May – June	4 days
July – August – September	3 days
October	2 days
November	1.5 days
December	1 day
Subsequently, After Completion Of:	Personal Leave Credited on the Following January 1:
Each year of continuous service	5 days

Proper Use of Personal Leave – An employee may use personal leave credits to conduct personal business which cannot be conducted outside of normal working hours, bereavement, and for personal emergencies.

Scheduling – An employee must receive prior approval from the employee’s Department Head to take personal leave. The employee does not have to provide the reason for the use of personal leave. The Department Head will have total discretion in the approval of personal leave.

Accumulation – An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at the close of business for the last payroll in December, which the Town Board establishes each year by resolution, will be cancelled.

Separation of Employment – An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused personal leave.

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-22

Subject: **Accept Vector One IT Solutions, Inc., Master Service Agreement**

Resolution Offered By: _____

WHEREAS: the current agreement with Canada Lake Computer Services, Inc., will end on May 31, 2024, and

WHEREAS: the Town of Arietta desires to maintain comprehensive, reliable, cost-effective computer and IT services and has researched providers to obtain such, and

WHEREAS: the Town of Arietta has received and reviewed an agreement (including estimates and a quote) for professional services on a month-to-month basis from Vector One IT Solutions, Inc., as outlined in the attached documents, and

WHEREAS: part of the services offered by Vector One IT Solutions, Inc., is to provide managed services for all town computers including monitoring, patching windows, support, protection, backup, and training, and

THEREFORE, LET IT BE RESOLVED: the Town Board of Arietta will rescind all past resolutions and motions with respect to computer and IT services and accept Vector One IT Solutions, Inc., to provide professional services, effective June 1, 2024, as outlined in the attached agreement and does authorize the Supervisor to execute all documents to enter into said agreement.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

VECTOR ONE IT SOLUTIONS
MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") entered into as of _____
(the "Effective Date") by and between Vector One IT Solutions, Inc., (Vector One) and

("Client"). Vector One and Client may be referred to herein individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound thereby, Vector One and Client agree as follows:

- 1) **Services.** Vector One agrees to assist Client with information technology related professional services, managed services, subscription services, and advice, specifically described in each "Statement of Work" attached hereto as Appendix A. Each Statement of Work may be executed from time-to-time by both Parties under this Agreement, and the services described therein are fully incorporated herein and are hereinafter referred to as the "Services."
- 2) **Payment.**
 - a) Payment Terms. Unless otherwise stated in a Statement of Work, payment is due within fifteen (15) calendar days from the date Client receives an invoice for Services. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Appendix B or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees and costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs.
 - b) Payment Disputes. If Client disputes an invoice, Client will, within fifteen (15) days of the date of the invoice, pay all amounts not in dispute and provide Vector One with written notice of the disputed portion together with any documentation or evidence that supports Client's basis for the dispute. Unless Client has notified Vector One of a payment dispute, Vector One may suspend Services until full payment is received.
- 3) **Client Commitments and Acknowledgements.**
 - a) Client Responsibilities. Client will perform those tasks and assume those responsibilities contemplated by or specified in this Agreement, and will timely provide Vector One with decisions and approvals upon Vector One's request ("Client Responsibilities"). Vector One's performance of the Services is dependent on Client's timely and effective satisfaction of Client Responsibilities. Vector One may rely on all decisions and approvals of Client, and all assumptions related to Client's business contemplated by or set forth in this Agreement.
 - b) Authorized Contact Person. Client designates the following authorized contact person(s) with whom Vector One will conduct Service-related communications with respect to this Agreement:

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- c) Access To Premises. Client hereby grants to Vector One access to and a license to provide Services within Client's premises ("Premises") and a license to provide Services within the Premises. If Services are provided to Client on property other than the Premises, Client shall secure, at Client's own cost, any rights of entry, licenses, permits or other permission necessary for Vector One to provide Services at such location(s).

4) Warranties; Limitations of Liability.

- a) Third Party Products. Any third-party products provided to Client by Vector One, including but not limited to third party hardware, software, peripherals and accessories (collectively, "**Third Party Products**") shall be provided "as is". Vector One shall use reasonable efforts to assign all warranties for the Third Party Products to Client, but makes NO WARRANTY about the Third Party Products and will have no liability for them.
- b) Client Warranty. Client warrants and represents that it shall not use the Services for any purposes or activities that violate the laws of any jurisdiction.

5) Indemnification.

- a) Indemnification by Vector One. Vector One will indemnify, defend and hold Client harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "**Damages**") that arise from or are related to any third party claim: (a) relating to bodily injury or death of any person or damage to real or tangible property to the extent proximately caused by Vector One's negligence or willful misconduct in the performance of this Agreement; or (b) that any Services provided by Vector One misappropriate a trade secret or infringe a copyright or United States patent right of such third party. Vector One will not be liable to Client to the extent a claim of infringement is based on: (i) Client's misuse or modification of the Services; (ii) Client's use of the Services in combination with any service, product, software or hardware not expressly directed by Vector One in writing to be used with the Services; (iii) information, direction, specifications, or materials provided by Client or any third party; or (iv) any third-party items provided under this Agreement. If any portion of the Services is, or in Vector One's opinion is likely to be, held to constitute an infringement of a third party's intellectual property rights, Vector One will at its expense and option either: (a) procure the right for Client to continue using the Services; (b) replace the Services with a non-infringing equivalent; (c) modify the Services to make the Services non-infringing; or (d) direct the return of the portion of the Services affected by the infringement and refund to Client the fees paid for this portion of the Services, less a reasonable amount for Client's use of the Services up to the time of return. This section constitutes the Parties' sole and exclusive remedies and obligations with respect to infringement.
- b) Indemnification by Client. Client will indemnify, defend, and hold Vector One (including its directors, officers, shareholders, and employees) harmless against any third

party claim relating to: (i) Client's or its authorized users' products or services or their misuse of the Services; (ii) bodily injury or death of any person or damage to real or tangible property to the extent proximately caused by Client's negligence or misconduct in the performance of this Agreement; or (iii) Client's failure to pay sales, use, and similar taxes as required in this Agreement.

- c) Prerequisites to Indemnification. Neither Party will be required to indemnify the other Party unless the Party seeking indemnification: (i) notifies the other Party promptly in writing of the claim; (ii) cedes sole control of the defense and all related settlement negotiations to the other Party for those claims related to the request for indemnification; and (iii) provides the other Party with all necessary assistance in the defense.

6) **Copyrights And Other Intellectual Property.** Each Party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. Each Party's right to use the other Party's intellectual property automatically terminates upon the termination of this Agreement. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Vector One pursuant to this Agreement, provided that such modifications:

- a) do not result in or cause the infringement of any intellectual property rights of any third party;
- b) do not require Client to reverse engineer Vector One's intellectual property; and
- c) do not negatively impact the security or integrity of any of Vector One's equipment, or the integrity or implementation of the Services.

7) **Confidentiality.** "Confidential Information" means all information disclosed by a Party, including any modifications or derivatives that contain or are based upon Confidential Information, and also includes, but is not limited to, Client's customer data, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Vector One, (ii) was developed independently by Vector One, or (iii) is or was lawfully and independently provided to Vector One prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information. The Party disclosing Confidential Information is the "Disclosing Party" and the Party receiving the Confidential Information is the "Recipient."

- a) Use. Recipient shall keep Disclosing Party's Confidential Information confidential, and shall not use or disclose such information to any third party for any purpose except (i) as expressly authorized by Disclosing Party in writing, or (ii) as needed to fulfill Recipient's obligations under this Agreement. If Recipient is required to disclose the Confidential Information to any third party as described in part (ii) above, then Recipient shall ensure that such third party is required to keep the information confidential.
- b) Due Care. Recipient shall exercise a commercially reasonable level of care with respect to the Confidential Information it receives from Disclosing Party.

- c) Return. Upon the first to occur of (i) termination or expiration of this Agreement or (ii) request by the Disclosing Party, the Recipient will return to the Disclosing Party or destroy (at the Disclosing Party's discretion) all Confidential Information of the Disclosing Party, except for copies maintained in the Recipient's legal records.
- d) Compelled Disclosure. If Recipient is legally compelled to disclose any Confidential Information, Recipient shall immediately notify Disclosing Party in writing of such requirement so that Disclosing Party may seek a protective order or waive Recipient's compliance with the provisions of this Section. Recipient will use its best efforts, at Disclosing Party's expense, to assist Disclosing Party in obtaining a protective order.

8) **Termination.**

- a) Termination at Will. Either Party may terminate this Agreement or any Statement of Work for any reason upon thirty (30) days' prior written notice to the other Party.
- b) Termination by Mutual Consent. The Parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.
- c) Termination for Cause. In the event that one Party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within ten (10) days following receipt of written notice from the non-Defaulting Party.
- d) Equipment Removal. Upon termination of this Agreement for any reason, Client shall provide Vector One with access, during normal business hours, to Client's premises (or any other locations at which Vector One-owned equipment is located) to enable Vector One to remove all Vector One-owned equipment from such premises.
- e) Transition. In the event this Agreement is terminated for any reason, all Client data held by Vector One shall be returned to Client in a commercially reasonable manner and time frame. Unless otherwise agreed to by the Parties, the data shall be returned in a comma separated value (*i.e.*, CSV) format. Vector One shall assist Client transition to a new provider provided that (i) all fees due and owing to Vector One under this Agreement are paid in full prior thereto and (ii) Client agrees to pay Vector One its then-current hourly rate for such assistance, with upfront amounts paid as agreed upon by the Parties. **Vector One shall have no obligation to store or maintain any Client data in Vector One's possession or control beyond fifteen (15) calendar days following the termination of this Agreement** and shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred that arise from, or are related to, Vector One's deletion of Client data beyond the time frames described above.
- f) Severability. Termination of a Statement of Work shall not act as a termination of any other Statement of Work or of this Agreement as a whole. Termination of the whole Agreement shall act as a termination of all pending Statements of Work.
- g) No Liability. Unless expressly stated in this Agreement, neither Party shall be liable to the other Party for any compensation, reimbursement, losses, expenses, costs or damages, including the loss of actual or anticipated profits, anticipated or actual sales, and expenditures, investments or commitments related to such Party's goodwill or business.

arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for a Party's disclosure of information pursuant to any valid legal request to which the disclosing Party is required to comply.

- 9) **Exclusive Remedy and Limitation of Liability.** Client will provide Vector One with prompt written notice of any claim arising out of this Agreement. Client's sole and exclusive remedy for any such claim will be for Vector One, in its reasonable discretion and subject to the limitations described in this section, to: (a) use commercially reasonable efforts to cure the breach or damage that gave rise to the claim; or (b) refund to Client the amounts paid to Vector One for Services related to the claim. In no event shall either party be liable for any special, indirect, exemplary or consequences damages, or for lost revenue, loss of profits, savings, or other economic loss, any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by delay in furnishing services arising out of or in connection with this Agreement, any Statement of Work or any services performed or parts supplied hereunder. Each Party's aggregate liability to the other for damages from any and all causes whatsoever and regardless of the form of action, whether in contract or tort, shall be limited to the amount of the aggrieved Party's actual direct damages not to exceed the amount of fees paid by Client to Vector One for the Services during the three (3) months immediately prior to the date on which the cause of action accrued. The costs of hardware or software provided to Client under this Agreement shall not be included in the calculation of the limited damages described above.. ..

10) **Resolution of Disputes.**

- a) Arbitration. In the event of any claim, controversy or alleged dispute or breach, arising out of or relating to, directly or indirectly, this Agreement by or between the Parties ("Dispute"), each Party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach. Upon such notice, the Party alleging the existence of a Dispute shall file for the commencement of an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in Albany, New York, before an arbitrator to be selected by the AAA.. The decision(s) of the arbitrator shall be final and binding and may not be appealed except upon claim of fraud or corruption. However, implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. A judgment rendered by the arbitrator shall constitute an award, which may be entered by any court having jurisdiction thereof. The parties further agree that the costs, fees and expenses of any such arbitration shall be borne equally by the parties; however, the prevailing Party shall have the right to seek reasonable attorneys' fees, costs and expenses at arbitration.
- b) Injunctive Relief. Nothing in this section requires either Party to engage in arbitration before seeking interim injunctive relief and the Parties waive the requirement of posting any bond in connection with such relief.
- c) Governing Law and Interpretation. The Parties select the law of the State of New York to govern all rights, duties, and obligations arising from or relating to this Agreement. This Agreement may not be presumptively interpreted for or against either Party by reason of that Party having drafted, or failed to draft, all or any portion of this Agreement.

11) Miscellaneous.

- a) Assignment. Neither Party will assign or transfer this Agreement nor any Statement of Work or any right or obligation thereunder without the prior written consent of the other Party. However, either Party may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a Party, or any other transaction in which ownership of more than fifty percent (50%) of the Party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) Amendment. No amendment or modification of this Agreement or any Statement of Work shall be valid or binding upon the Parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by each Party.
- c) Counterparts. The Parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.
- d) Severability. If any provision contained in this Agreement or Statement of Work is held to be unenforceable by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall not be affected and shall be construed as if such the unenforceable provision(s) had never been included in this Agreement.
- e) Time Limitations. Any action for breach of, or arising out of, this Agreement or any Statement of Work must be commenced within one (1) year of its accrual.
- f) Other Terms. Vector One shall not be bound by any terms or conditions on any purchase order, invoice, memorandum, or other written communication between the Parties unless such terms or conditions are incorporated into a Statement of Work.
- g) No Waiver. The failure of either Party to enforce compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute a waiver of such terms with respect to any other occurrences.
- h) Merger. This Agreement, and any Statements of Work, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein.
- i) Relationship of Parties. Vector One is an independent contractor. Nothing in this Agreement will be construed to create a joint venture, partnership, employment, or agency relationship between the Parties for any purpose.
- j) Subcontractors. Vector One may subcontract part or all of the Services to one or more third parties provided, however that Vector One shall be responsible for, and shall guarantee, all work performed by any such Vector One-designated subcontractor.
- k) Force Majeure. Neither Party shall be liable for delays or failures to perform its obligations, except for the payment of money, under this Agreement or any Statement of Work because of any acts or omissions of any governmental authority, natural disaster,

act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of the Parties.

- l) Non-Solicitation. During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Vector One's employees or subcontractors to discontinue or reduce the scope of their business relationship with Vector One, or recruit, solicit or otherwise influence any employee or agent of Vector One to discontinue such employment or agency relationship with Vector One. In the event that Client violates the terms of this restrictive covenant, the Parties acknowledge that the damages to Vector One would be difficult or impracticable to determine, and agree that as Vector One's sole and exclusive remedy therefore, Client shall pay Vector One as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's current year earnings with (i.e. base salary, signing bonus, additional earnings, bonuses, and commissions).
- m) Insurance. Vector One and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation insurance and general liability insurance. Vector One agrees to maintain a general liability insurance policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other Party by certified mail.
- n) No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. No third party may rely upon or enforce any part of this Agreement.
- o) Usage in Trade. No usage of trade or regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter the terms of this Agreement.
- p) Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Albany County, New York, such period shall be extended to and through the next succeeding business day in Albany County, New York.
- q) Notices. Notices, consents, demands, and other communications required or permitted under this Agreement shall be given in writing and will be deemed delivered upon (i) receipt by the receiving party, or (ii) refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery, when sent by nationally-recognized overnight courier to the addresses set forth to the addresses set forth above the signature blocks of this Agreement, or to such other address(es) as the Parties may designate from time to time.
- r) Survival. The provisions contained in this Agreement and its attachments that by their context are intended to survive termination or expiration will survive, including sections on payment terms, confidential information, ownership of intellectual property, warranty, indemnification, exclusive remedy and limitation of liability, resolution of disputes, and this section on survival.

IN WITNESS whereof, the Parties have executed this Agreement effective as of the date set forth in the opening paragraph of this Agreement.

AGREED TO	AGREED TO
	Vector One IT Solutions, Inc. 11 Salem Ct Albany, NY 12203
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

APPENDIX A
STATEMENT OF WORK

Vector One will provide professional services as requested on a time and materials basis. Client will be billed for actual time spent at applicable hourly rate.

Vector One may also provide professional services on a fixed-cost project basis. Services provided on a fixed-cost project basis will be outlined in separate scopes of work. Services not specifically included within a project covered by a fixed-cost scope of work will be billed on a time and materials basis for actual time spent at applicable hourly rate

Vector One may also provide subscription-based services on a month-to-month basis. Unless otherwise stated as part of a specific subscription agreement, subscription services may be cancelled with 30-days written notice. Written notice to cancel subscription services must be received by Vector One on or before the first business day of a calendar month. Notice to cancel subscription services received by Vector One after the first business day of a calendar month will be considered effective on the first business day of the subsequent calendar month.

**APPENDIX B
SCHEDULE OF HOURLY SERVICE RATES**

	Unretained Hourly Rate	Hybrid Managed Service Clients
Business Hours Monday – Friday 8:30 am – 5:00 pm Excluding Holidays	\$159.00 /hour	\$159.00 /hour \$129.00 /hour
After Hours Monday – Friday 6:00 am – 8:29 am Monday – Thursday 5:01 pm – 9:00 pm Excluding Holidays	\$189.00 /hour	\$189.00 /hour \$159.00 /hour
Nights, Weekends, Holidays, and Emergencies Monday – Friday before 6:00 am Monday – Thursday after 9:00 pm Friday after 5:01 pm Weekends all day Holidays all day	\$219.00 /hour	\$219.00 /hour \$189.00 /hour
Available Discounts		
Autopay via Credit Card	5%	
Autopay via ACH	10%	
Pre-paid Retainer	10%	

*** Note -

- Remote support will be billed in 15-minute increments with a minimum charge of 30 minutes
- On-site support will be billed in 15-minute increments with a minimum charge of 2 hours.
- Travel time will be billed for one-way travel only, effectively ½ rate.
- Support costs incurred on behalf of client (for example, a charge for per-incident support with a product vendor) will be billed to the client at cost.
- Pre-paid retainer discount applies only for clients with pre-paid retainer balance
- Emergency rates apply for critical client requests which require work on behalf of another client to be pre-empted, with agreement prior to work being performed.
- Holidays include the following: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-23

Subject: **Approval for New York State Department of Transportation 2022 Aviation Capital Grant Program Agreement with McFarland-Johnson Inc.**

Resolution Offered By: _____

WHEREAS: the New York State Department of Transportation (NYSDOT) has developed the 2022 Aviation Capital Grant Program, and

WHEREAS: NYSDOT has made funds available to eligible NY airports to address critical infrastructure needs; and

WHEREAS: the Town applied, was approved, and signed the grant agreement for a total of \$154,583.00, through the NYSDOT 2022 Aviation Capital Grant Program, for the acquisition of a track-mounted skid steer, and

WHEREAS: the Grant is a 90% NYSDOT Share of \$139,125.00, and the Town would have a 10% local share or match of \$15,458.00, and

WHEREAS: McFarland Johnson was previously approved by the Town of Arietta as the engineering firm for the Piseco Airport, and

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta approves and authorizes the supervisor to execute the attached agreement with McFarland Johnson Inc. as the engineering firm for a total of \$10,000.00.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date



90 East Avenue • Saratoga Springs, NY 12866
Phone: (518) 580-9380
www.mjinc.com

April 2, 2024

Chris D. Rhodes
Town Supervisor
Town of Arietta
PO Box 37
1722 State Route 8
Piseco, NY 12139

RE: Acquisition of Skid Steer
NYSDOT PIN: 2903.83, Comptroller's Contract No. K007571
MJ Project No. 18471.09

Dear Mr. Rhodes:

McFarland-Johnson, Inc. (hereinafter called "CONSULTANT") proposes to render professional engineering services to the Town of Arietta (hereinafter called "CLIENT"), in connection with the following project.

A. PROJECT DESCRIPTION:

This project is for the acquisition of a track mounted Skid Steer and associated attachments. The project will be funded through a New York State Department of Transportation (NYSDOT) 2022 Aviation Capital Grant program with 90% NYSDOT share and 10% local share (CLIENT).

B. BASIC SCOPE OF SERVICES:

1. ADMINISTRATION/PROJECT MANAGEMENT

The following items of work shall be accomplished on behalf of the CLIENT under the category of Administration/Project Management:

- a. **Consultation:** CONSULTANT shall hold (1) telephone conference with the NYSDOT to review the funding and grant program requirement for the project.
- b. **Project Development.** CONSULTANT shall prepare data for use by the NYSDOT in the funding of the project. The CONSULTANT will prepare a draft scope of work incorporating the necessary provisions to complete all project components in a timely manner. The Scope of Work will be distributed to the CLIENT and NYSDOT for review and comment. A fee summary will be prepared based upon the approved final scope of work.
- c. **Grant Administration:** A grant administrator will be assigned to the project to assist in

coordination and communication with the NYSDOT, including:

- Assist in the use of the NYSDOT Equitable Business Opportunity (EBO) on-line portal for project tracking.
- Assist in the preparation of periodic grant reimbursement requests.
- Assist in the preparation of grant closeout documentation.

2. SPECIFICATIONS AND EQUIPMENT PURCHASE

- a. **Specification Collection:** The CONSULTANT will work with the CLIENT to determine the CLIENT's needs and the type of equipment desired. The CONSULTANT will contact equipment suppliers to obtain information on the costs and specifications of equipment meeting the needs of the CLIENT.

The CONSULTANT will compile documentation from Sourcewell, the cooperative purchasing organization, for available equipment and eligible contracts that meet the CLIENT's needs. All documents will be prepared and provided for the CLIENT's, and NYSDOT's, review and approval.

The CLIENT will sign a purchase agreement using an approved Sourcewell contract for an agreed upon piece of equipment with NYSDOT approval.

- b. **Final Delivery:** Upon delivery, CONSULTANT will perform a final inspection to ensure conformance with the contract documents.

C. ASSUMPTIONS

- The equipment procurement budget based upon the NYSDOT grant application submitted for the project is \$144,583.00 total equipment costs, broken out to \$130,124.70 NYSDOT and \$14,458.30 CLIENT.

D. COMPENSATION FOR BASIC SERVICES:

1. The CLIENT shall reimburse CONSULTANT for Basic Services in the following manner:

A lump sum fee of \$ 10,000.00, which includes the cost of direct project expenses.

Authorized Additional Services will be charged on the basis of Salary Costs times a factor of 3.0, plus direct project expenses.

CONSULTANT will bill CLIENT monthly for services and direct project expenses. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the Project through construction can be maintained.

Please remit payment to McFarland-Johnson, Inc., 49 Court Street, Suite 240, Binghamton, NY 13901.

CONSULTANT would expect to start services promptly after receipt of CLIENT's acceptance of this proposal and complete Task 2a within 90 days. The remainder Task 2b work will be completed with the final delivery of equipment.

If there are protracted delays for reasons beyond CONSULTANT's control, CONSULTANT would expect to negotiate with CLIENT an equitable adjustment of compensation taking into consideration the impact of such delay including, but not limited to, changes in pay scales applicable to the period when services are in fact being rendered.

It is necessary that the CLIENT advise CONSULTANT in writing, within five (5) days of the start of CONSULTANT's services if CLIENT has budgetary limitations for Total Project Costs.

The Services to be rendered by the CONSULTANT on this Project, together with specific understandings applicable for the project, are set forth above in Basic Scope of Services and supersede all prior written or verbal understandings.

This proposal along with the attached Schedule A (Standard Terms and Conditions), represent the entire understanding between CLIENT and CONSULTANT with respect to this Project, and may only be modified in writing signed by both parties.

If this offer of services is acceptable, please execute both copies of this letter in the space provided, and return one to McFarland-Johnson, Inc.

This offer will be open for acceptance until June 15, 2024, unless changed by CONSULTANT in writing.

We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact Turner Bradford tbradford@mjinc.com.

Very truly yours,

McFARLAND-JOHNSON, INC.

Town of Arietta

By: Jeffrey R. Wood Digitally signed by Jeffrey R. Wood
Date: 2024.04.02 11:04:27 -04'00'
Jeffrey R. Wood
Vice President

By: _____
Chris Rhodes
Town Supervisor

this 2nd day of April, 2024

encl

STANDARD TERMS AND CONDITIONS Schedule A

This offer of services including these terms and conditions, and any attachment hereto, contains the complete and final agreement between McFarland-Johnson, Inc. (ENGINEER) and CLIENT, and no other agreement or quotation will be binding upon ENGINEER unless made in writing and signed by authorized representative of ENGINEER.

Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

Limitation of ENGINEER's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total reimbursement received by ENGINEER from CLIENT on this Project or fifty thousand dollars (\$50,000.00), whichever is less.

Provisions Concerning Payments

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1½% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

The Client will be liable for all costs, including but not limited to, Engineer's time, court costs, disbursements, and reasonable attorney's fees incurred by Engineer in the collection of any outstanding invoices.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, plus all Reimbursable Expenses and Termination Expenses.

Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER. Any legal action between ENGINEER and CLIENT arising out of this Agreement shall be brought in a court of competent jurisdiction in the principal place of business of the ENGINEER.

Standard of Care

ENGINEER makes no warranty, either expressed or implied as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. CLIENT recognizes that neither ENGINEER nor any of ENGINEER's subconsultants or subcontractors owes any fiduciary responsibility to CLIENT and/or any OWNER of the project.

Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

Successors and Assigns

CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due, or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Customer Purchase Order

CLIENT agrees that any Purchase Order issued to cover this Agreement is issued for authorization purposes and CLIENT's internal use only, and none of its terms and conditions shall modify the terms of this Agreement.

Value Engineering

If the CLIENT retains the services of a Value Engineer (VE), it shall be at the CLIENT's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the ENGINEER's services.

If the ENGINEER objects to recommendations made by the VE, it shall so state in writing to the CLIENT. If the CLIENT requires the incorporation of changes in the Construction Documents to which the ENGINEER has objected, the CLIENT agrees to indemnify and hold harmless the ENGINEER from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, from any claim which arises as a result of the incorporation of such changes required by the CLIENT.

The ENGINEER shall be compensated for services to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The ENGINEER shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE.

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-24

Subject: **Transfer of Funds**

Resolution Offered By: _____

WHEREAS: the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

General Fund

\$ 1,500.00 to #A0-7620.200, Adult Recreation Equipment Expense
from #A0-1990-400 Contingent Contractual Expense

Highway Fund

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta does approve the above transfers of money.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-25

Subject: Purchase Piggy Back off the Dutchess County Contract Bid #13875, Contract #PC66680, and PO #000000848 for One (1) New 2024 Ram 3500 Pickup Truck

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta has received the current Dutchess County Bid for a new 2024 Ram 3500 Pickup Truck per the attached outline, and

WHEREAS: the Highway Superintendent would like to purchase on Piggy Back Contract from Main Motorcar one (1) new 2024 Ram 3500 Pickup Truck per the attached outline for a total of \$51,938.00, and

THEREFORE, LET IT BE RESOLVED: the Town Board after review will authorize the Highway Superintendent to purchase the above equipment on Piggy Back Contract as per the attached specification outline.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

VEHICLE PURCHASE AGREEMENT

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

Date: 04/24/2024

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
TOWN OF ARIETTA P.O. BOX 37 OLD PISECO ROAD PISECO, NY 12139 Email: Phone: 518-548-7302 Cell: 518-548-3415		MAIN MOTORCAR 224 WEST MAIN STREET JOHNSTOWN, NY 12095 Seller Facility #: 3180046 <input type="checkbox"/> _____ is not a franchised dealership and does not represent a manufacturer. We are not authorized to perform retail or original factory warranty work. Salesperson: Deal Number: 0018487

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON ALL PAGES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ ALL PAGES):

NEW
 USED
 DEMO
 CAR
 TRUCK
 WHOLESALE VEHICLE
 JUNK VEHICLE

New Motor Vehicle Place of Delivery and Estimated Delivery Date. If the vehicle being purchased is a new motor vehicle,

the place of delivery is MAIN MOTORCAR, and the estimated delivery date is 04/24/2024. If the automobile has not been delivered in accordance with the contract within thirty days following such estimated delivery date, the consumer has the right to cancel the contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

Year	Make	Model	Type	Trim	Color	Mileage <input type="checkbox"/> True mileage is unknown <small><input type="checkbox"/> Notice: If this box is checked the dealer has serviced, repaired or replaced the odometer.</small>	Stock #
2024	RAM	3500	PICKUP		BLUE	10	T242340

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY. THE DEALER NAMED ABOVE FURTHER CERTIFIES THAT THIS VEHICLE COMPLIES WITH THE INFLATABLE RESTRAINT SYSTEM REQUIREMENTS FOUND IN SECTION 419-A OF NEW YORK STATE VEHICLE AND TRAFFIC LAW.

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Agent _____ Policy Number _____

TRADE IN RECORD 1				VIN 3C63R3CJ3RG242340	
YR.	MAKE	MODEL	TYPE	ITEMIZATION OF PURCHASE	
COLOR	TRIM	MILEAGE	VIN	Vehicle Price	\$ 51938.00
TITLE NO.	PLATE NO.	EXP. DATE	OWNER	Transportation (if not included in vehicle price)	NA
LIENHOLDER	PHONE	ADDRESS	LOAN #	Factory Installed Equipment	
AMOUNT	GOOD THROUGH	VERIFIED BY	ADDRESS	<i>Piggyback!</i>	
TRADE IN RECORD 2				<i>DUTCHESS COUNTY BID # 13875</i>	
YR.	MAKE	MODEL	TYPE	<i>CONTRACT # PC 66680</i>	
COLOR	TRIM	MILEAGE	VIN	<i>PO # 000000548</i>	
TITLE NO.	PLATE NO.	EXP. DATE	OWNER	Dealer Installed Equipment and Services	
LIENHOLDER	PHONE	ADDRESS	LOAN #	Other Charges	
AMOUNT	GOOD THROUGH	VERIFIED BY	ADDRESS	Total Other Charges \$ NA	
SPECIAL NOTICE TO CONSUMER IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.				Total Vehicle Price \$ 51938.00	
				Less Trade-In Credits *(Please see paragraph 3 on page 3 of this form) NA	
				Trade Difference/Cash Price 51938.00	
				Taxes and Other Fees	
				NYS and Local Sales Tax NA % \$ 51938.00 NA	
New Motor Vehicle Price Disclosure. If the vehicle being purchased is a new motor vehicle, the price contained in this contract is the final contract price to which the parties have agreed, and no additional fee or charge may be imposed or collected.				License/Registration Fee Estimate NA	
				Title Fee NA	
				Inspection Fee NA	
				NYS DMV VERIFI Fee NA	
				NY Waste Tire Management Fee NA	

WARRANTY INFORMATION

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS OF THE SALE AND DELIVERY OF THE VEHICLE THAT IS REFERRED TO IN THIS DOCUMENT, THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER DOES NOT INVALIDATE OR LIMIT ANY IMPLIED WARRANTIES THAT ARE IMPOSED AS A MATTER OF LAW. FURTHER, THERE ARE AND WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED AND ARE MANDATORY UNDER LAW OR REGULATION. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR ANY SUPPLIER MAY PROVIDE.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

THE AMOUNT INDICATED ON THIS SALES CONTRACT 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.

BUYER'S INITIALS: _____ DATE: 04/24/24

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.*

NA

Total Price \$ 51938.00

- Deposit Check Cash CC NA

- Manufacturer Rebate NA

- NYS EV Rebate NA

+ Trade Payoff 1 NA

+ Trade Payoff 2 NA

NA

Cash Due on Delivery \$ NA

Finance Amount \$ 51938.00

*The optional dealer registration or title application processing fee (\$175.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. The annual fees to be assessed by the Department for cost of the plate are \$ NA.

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, 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 _____. Please see the attached _____ disclosure form if this vehicle was repurchased under New York lemon laws or the similar laws of another state or an arbitration or dispute procedure.

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.

Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X _____ DATE 04/24/2024

CO-BUYER SIGNS X NA DATE NA

MANAGER'S APPROVAL X _____ (Must Be Authorized By An Authorized Representative of the Dealer) DATE 04/24/2024

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-26

Subject: Purchase Piggy Back off the NYS Department of Corrections Contract Bid #12986, Contract #PC68941, and PO #DOC01-0000051304 for One (1) New 2024 Ram Chassis 4500 Truck

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta has received the current NYS Department of Corrections Bid for a new 2024 Ram Chassis 4500 Truck per the attached outline, and

WHEREAS: the Highway Superintendent would like to purchase on Piggy Back Contract from Main Motorcar one (1) new 2024 Ram Chassis 4500 Truck per the attached outline for a total of \$57,781.00, and

THEREFORE, LET IT BE RESOLVED: the Town Board after review will authorize the Highway Superintendent to purchase the above equipment on Piggy Back Contract as per the attached specification outline

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

VEHICLE PURCHASE AGREEMENT

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

Date: 04/24/2024

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
TOWN OF ARIETTA P.O. BOX 37 OLD PISECO ROAD PISECO, NY 12139 Email: Phone: 518-548-7302 Cell: 518-548-3415		MAIN MOTORCAR 224 WEST MAIN STREET JOHNSTOWN, NY 12095 Seller Facility #: 3180046 <input type="checkbox"/> is not a franchised dealership and does not represent a manufacturer. We are not authorized to perform recall or original factory warranty work. Salesperson: Deal Number: 0018488

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON ALL PAGES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ ALL PAGES):

NEW
 USED
 DEMO
 CAR
 TRUCK
 WHOLESALE VEHICLE
 JUNK VEHICLE

New Motor Vehicle Place of Delivery and Estimated Delivery Date. If the vehicle being purchased is a new motor vehicle,

the place of delivery is MAIN MOTORCAR, and the estimated delivery date is 04/24/2024. If the automobile has not been delivered in accordance with the contract within thirty days following such estimated delivery date, the consumer has the right to cancel the contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

Year	Make	Model	Type	Trim	Color	Mileage <input type="checkbox"/> True mileage is unknown	Stock #
2024	RAM	CHASSIS 4500	CAB CHASSIS		BLUE	<input type="checkbox"/> Notice: If this box is checked the dealer has serviced, repaired or replaced the odometer 1.0	F190526

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY. THE DEALER NAMED ABOVE FURTHER CERTIFIES THAT THIS VEHICLE COMPLIES WITH THE INFLATABLE RESTRAINT SYSTEM REQUIREMENTS FOUND IN SECTION 419-A OF NEW YORK STATE VEHICLE AND TRAFFIC LAW.

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Agent _____ Policy Number _____

TRADE IN RECORD 1				VIN 3C7WRLAJ3RG190526		
YR.	MAKE	MODEL	TYPE	ITEMIZATION OF PURCHASE		
COLOR	TRIM	MILEAGE		Vehicle Price	\$ 57781.00	
VIN	TITLE NO.		PLATE NO.	EXP. DATE	Transportation (if not included in vehicle price)	NA
OWNER	LOAN #		Factory Installed Equipment			
LIENHOLDER	PHONE		PIGGYBACK!			
ADDRESS	SPOKE WITH		NYS DEPT OF CORRECTIONS #12986			
AMOUNT NA	GOOD THROUGH	VERIFIED BY		PO# 20C01-0000051304		
TRADE IN RECORD 2				CONTRACT # PC68941		
YR.	MAKE	MODEL	TYPE	Dealer Installed Equipment and Services		
COLOR	TRIM	MILEAGE		Other Charges		
VIN	TITLE NO.		PLATE NO.	EXP. DATE		
OWNER	LOAN #					
LIENHOLDER	PHONE					
ADDRESS	SPOKE WITH					
AMOUNT NA	GOOD THROUGH	VERIFIED BY				
SPECIAL NOTICE TO CONSUMER IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.						
Total Other Charges \$ NA Total Vehicle Price \$ 57781.00 Less Trade-In Credits *(Please see paragraph 3 on page 3 of this form) NA Trade Difference/Cash Price 57781.00						
Taxes and Other Fees						
NYS and Local Sales Tax NA		% \$ 57781.00		NA		
License/Registration Fee Estimate				NA		
Title Fee				NA		
Inspection Fee				NA		
NYS DMV VERIFI Fee				NA		
NY Waste Tire Management Fee				NA		

WARRANTY INFORMATION

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS OF THE SALE AND DELIVERY OF THE VEHICLE THAT IS REFERRED TO IN THIS DOCUMENT, THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER DOES NOT INVALIDATE OR LIMIT ANY IMPLIED WARRANTIES THAT ARE IMPOSED AS A MATTER OF LAW. FURTHER, THERE ARE AND WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED AND ARE MANDATORY UNDER LAW OR REGULATION. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR ANY SUPPLIER MAY PROVIDE.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

THE AMOUNT INDICATED ON THIS SALES CONTRACT 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.

BUYER'S INITIALS: _____ DATE: 04/24/24

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.*	NA
Total Price	\$ 57781.00
- Deposit Check <input type="checkbox"/> Cash <input type="checkbox"/> CC <input type="checkbox"/>	NA
- Manufacturer Rebate	NA
- NYS EV Rebate	NA
+ Trade Payoff 1	NA
+ Trade Payoff 2	NA
	NA
Cash Due on Delivery	\$ NA
Finance Amount	\$ 57781.00

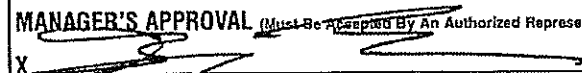
*The optional dealer registration or title application processing fee (\$175.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. The annual fees to be assessed by the Department for cost of the plate are \$ NA.

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, 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 _____. Please see the attached _____ disclosure form if this vehicle was repurchased under New York lemon laws or the similar laws of another state or an arbitration or dispute procedure.

For your protection, request a receipt for all payments you make.
 This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.
 If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.
 Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.
 Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X _____ DATE 04/24/2024

CO-BUYER SIGNS X NA _____ DATE NA

MANAGER'S APPROVAL *(Must Be Approved By An Authorized Representative of the Dealer)*
 _____ DATE 04/24/2024

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 15, 2024, at 5:00 pm

Resolution # 24-04-27

Subject: **Purchase Piggy Back off the Onondaga County Contract Bid # _____ Contract # _____ for One (1) New Air-Flo PCS-9-3SSU Stainless Steel Dump Body**

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta has received the current Onondaga County Bid for one (1) new Air-Flo PCS-9-3SSU Stainless Steel Dump Body per the attached outline, and

WHEREAS: the Highway Superintendent would like to purchase on Piggy Back Contract from Trius Inc. one (1) new Air-Flo PCS-9-3SSU Stainless Steel Dump Body per the attached outline for a total of \$28,828.65 to be installed on the new Ram Chassis 4500 Truck, and

THEREFORE, LET IT BE RESOLVED: the Town Board after review will authorize the Highway Superintendent to purchase the above equipment on Piggy Back Contract as per the attached specification outline

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date



TRIUS inc.

TRIUS INC. – FORT EDWARD
268 TOWPATH ROAD
FORT EDWARD, NY, 12828
Phone: 518-480-3540
Fax: 518-480-3547

PROPOSAL

Town Of Arietta Highway Department
Attn: Craig Small
highway@townofarietta.com

4/9/24

Craig:

We at Trius Inc –Fort Edward are pleased at the opportunity to quote you on the following :

Per Onondaga Contract Pricing

One (1) Air-Flo PCS-9-3SSU Stainless Steel Dump Body

3.2 Yard Capacity

Overall Width 96"

17" Sides / 23" Tailgate

12 ga Stainless Construction

7 ga 304 Stainless Steel Floor

Carbon Steel Trapezoidal Longitudinals

Class 20 Electric Double Acting Subframe Scissor Holst

Double Acting Tailgate with Single lever Tailgate release system with One (1) Coal Chute Door Center of Tailgate

6" Board Pockets

Body Light Kit

1/2-14" Stainless Steel Cab Shield

Manual Hand Crank Tarp System with Anti Sall Bar/ Mesh Material Tarp

One Mini Amber LED Light Bar Mounted to Third Break Light Mounting Bracket Installed and wired to Upfitter Switch in Cab

Rear Hitch Plate with D Rings, 2" Receiver Tube, and 7 Pole Rv style trailer Plug

One (1) Amber LED Strobe installed in each Rear Corner Post

Mud Flaps Installed Rear of Drive Axle

Onondaga List Price: \$ 41,183.78

- 30%

Onondaga Sell Price: \$ 28,828.65

Thank you in advance for your consideration of our proposal.

Pricing Good For 30 Day's

Sincerely,

Joe Hunt

Office Coordinator Trius Inc. – Fort Edward