



Billing # 2918700

Date: 12/24/2025 rev1

Customer # 2918700

Invoice to: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Site Information: Town of Halfmoon 1 Halfmoon Town Plaza Halfmoon, NY 12065	
Attn: Paul Maiello	Site Contact: Frank Tironi		
E-mail: grounds@townofhalfmoon.org	E-mail: ftironi@townofhalfmoon.org		
Phone: 518-371-7410 x2532	Phone: 518-333-7489 / 518-371-7410 x2206		
Cell:	Cell: 518-339-5225		
Job Title: Supervisor of Buildings & Grounds	Job Title: Director of Water		
Make: Caterpillar	Contract Years: 5	Service Schedule Type:	Normal Weekday
Model: G60F1	Contract Period : 1/1/2026 - 12/31/2030	# of PM Services	6
Serial #: E4507B/001	Customer Equip #:	# of Secondary Events	6
KW: 60	Justice Bldg	Total # of Services	12
	E09725		

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

Agreement Price:		\$ 12,849.73	PM Price Year 2:	\$ 2,287.58	Load Bank Test:	\$ -
PM Price Year 1:		\$ 2,189.07	PM Price Year 3:	\$ 2,687.28	Battery Replacement:	\$ 577.19
		Other Services:		\$ 5,108.61	ATS Test:	\$ -
Description		Date of Service		Year	Price Each	
PM 1	PM 1	March		2026	\$996.95	
PM 1.5	PM 1.5	September		2026	\$1,192.12	
PM 1	PM 1	March		2027	\$1,041.81	
PM 1.5	PM 1.5	September		2027	\$1,245.77	
PM 1	PM 1	March		2028	\$1,088.69	
PM 2	PM 2	September		2028	\$1,598.58	
Other	PM 1	March		2029	\$1,137.69	
Other	PM 1.5	September		2029	\$1,360.41	
Other	PM 1	March		2030	\$1,188.88	
Other	PM 1.5	September		2030	\$1,421.63	
Battery Replacement		Last Battery: 03/2024 (1) 230-6968		March	2027	\$577.19
				PREVAILING WAGE	PREVAILING WAGE	
ASSUMES GROUND LEVEL		ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION		NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700		Serial # E45078/001
Customer		
Name:	Southworth-Milton, Inc. d/b/a/ Milton CAT	
Title:	Paul Fobare	
Signature:	Paul Fobare	
Date:	12/24/2025 rev1	
Must be fully executed within 21 days		
Void If not fully executed within 21 days		

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Site Information: Town of Halfmoon - Highway Dept Garage 322 Rt 146 Clifton Park, NY 12065	
Attn: Paul Maiello	Site Contact: Frank Tironi	E-mail: grounds@townofhalfmoon.org	E-mail: ftironi@townofhalfmoon.org
Phone: 518-371-7410 x2532	Phone: 518-233-7489 / 518-371-7410 x2206	Cell:	Cell: 518-339-5225
Job Title: Supervisor of Buildings & Grounds	Job Title: Director of Water		
Make: Caterpillar	Contract Years: 5	Service Schedule Type: Normal Weekday	
Model: D90P1	Contract Period : 1/1/2025 - 12/31/2030	# of PM Services	6
Serial #: NPS01281	Customer Equip #:	# of Secondary Events	5
KW: 90	Highway Garage E15471	Total # of Services	11

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Agreement Price:		\$ 13,448.82	PM Price Year 2:	\$ 2,379.04	Load Bank Test:	\$ -
PM Price Year 1:		\$ 2,276.59	PM Price Year 3:	\$ 2,844.00	Battery Replacement:	\$ 636.35
Other Services:				\$ 5,312.84	ATS Test:	\$ -
Description			Date of Service	Year	Price Each	
PM 1	PM 1		March	2026	\$996.95	
PM 1.5	PM 1.5		September	2026	\$1,279.64	
PM 1	PM 1		March	2027	\$1,041.81	
PM 1.5	PM 1.5		September	2027	\$1,337.22	
PM 1	PM 1		March	2028	\$1,088.69	
PM 2	PM 2		September	2028	\$1,755.31	
Other	PM 1		March	2029	\$1,137.69	
Other	PM 1.5		September	2029	\$1,460.28	
Other	PM 1		March	2030	\$1,188.88	
Other	PM 1.5		September	2030	\$1,525.99	
Battery Replacement		Last Battery: 03/2024 (1) 230-6368		March	2027	\$636.35
			PREVAILING WAGE		PREVAILING WAGE	
ASSUMES GROUND LEVEL		ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION		NORMAL WEEKDAY HOURS.				
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		

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

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

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

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

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

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

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

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Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

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

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

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

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

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

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Customer # 2918700

Serial #

NPS01281

Customer

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

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

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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



Billing # 2918700

Date:

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Customer # 2918700

Invoice to: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Site Information: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065	
Attn:	Paul Maiello	Site Contact:	Frank Tironi
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206
Cell:		Cell:	518-339-5225
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water
Make:	Caterpillar	Contract Years:	5
Model:	C15	Contract Period :	1/1/2026 - 12/31/2030
Serial #:	C5E01534	Customer Equip #:	2 Halfmoon Town Plaza
KW:	450	E20820	
		Service Schedule Type:	Normal Weekday
		# of PM Services	6
		# of Secondary Events	5
		Total # of Services	11

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

Agreement Price:		\$ 19,237.59	PM Price Year 2:	\$ 3,266.49	Load Bank Test:	\$ -
PM Price Year 1:		\$ 3,125.83	PM Price Year 3:	\$ 4,274.07	Battery Replacement:	\$ 1,276.50
Other Services:				\$ 7,294.70	ATS Test:	\$ -
Description			Date of Service	Year	Price Each	
PM 1	PM 1		March	2026	\$1,347.59	
PM 1.5	PM 1.5		September	2026	\$1,778.24	
PM 1	PM 1		March	2027	\$1,408.23	
PM 1.5	PM 1.5		September	2027	\$1,858.26	
PM 1	PM 1		March	2028	\$1,471.60	
PM 2	PM 2		September	2028	\$2,802.46	
Other	PM 1		March	2029	\$1,537.82	
Other	PM 1.5		September	2029	\$2,029.27	
Other	PM 1		March	2030	\$1,607.03	
Other	PM 1.5		September	2030	\$2,120.58	
Battery Replacement	Last Battery: 10/2023 (2) 153-5710		September	2026	\$1,276.50	
	Customer to provide lifting					
	assistance for battery replacement		PREVAILING WAGE	PREVAILING WAGE		
	This is REQUIRED to avoid cost of					
	second tech.					
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING					
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.					
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.			ADD SALES TAX if applicable.	

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. **HEADINGS.**

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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

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

Customer # 2918700

Serial # CSE01534

Customer

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

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

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

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

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

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

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Customer # 2918700

Serial #

9EP01961

Customer

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

Name:

Name:

Paul Fobare

Title:

Title:

Power Solutions Representative

Signature:

Signature:

Paul Fobare

Date:

Date:

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065				Site Information: Town of Halfmoon 8 Brookwood Road Waterford, NY 12188			
Attn: Paul Malello		Site Contact: Frank Tironi		E-mail: grounds@townofhalfmoon.org		E-mail: ftironi@townofhalfmoon.org	
Phone: 518-371-7410 x2532		Phone: 518-233-7489 / 518-371-7410 x2206		Cell:		Cell: 518-339-5225	
Job Title: Supervisor of Buildings & Grounds		Job Title: Director of Water		Make: Caterpillar		Contract Years: 5	
Model: 3412		Contract Period: 1/1/2026 - 12/31/2030		Service Schedule Type: Normal Weekday		# of PM Services: 6	
Serial #: 9EP01961		Customer Equip #: Brookwood #2		# of Secondary Events: 6		Total # of Services: 12	
KW: 600		El: 13331					

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

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

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

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

A. AUTOMATIC RENEWAL OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer # 2918700

Serial #

9EP01961

Customer

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

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

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

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



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to: Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065				Site Information: Town of Halfmoon 285 Lower Newtown Road Waterford, NY 12188			
Attn: Paul Maiello		Site Contact: Frank Tironi		E-mail: ftironi@townofhalfmoon.org		E-mail: grounds@townofhalfmoon.org	
Phone: 518-371-7410 x2532		Phone: 518-233-7489 / 518-371-7410 x2206		Cell: 518-339-5225			
Cell:		Job Title: Director of Water					
Job Title: Supervisor of Buildings & Grounds							
Make: Caterpillar	Contract Years: 5			Service Schedule Type: Normal Weekday			
Model: G60LG2	Contract Period: 1/1/2026 - 12/31/2030			# of PM Services: 6			
Serial #: GXC01438	Customer Equip #:	Senior Center			# of Secondary Events: 6		
KW: 60		E23988			Total # of Services: 12		

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

Agreement Price:		\$ 12,798.40	PM Price Year 2:		\$ 2,288.52	Load Bank Test:		\$ -
PM Price Year 1:		\$ 2,189.97	PM Price Year 3:		\$ 2,688.26	Battery Replacement:		\$ 520.95
			Other Services:		\$ 5,110.70	ATS Test:		\$ -
Description		Date of Service		Year		Price Each		
PM 1	PM 1	March		2026		\$996.95		
PM 1.5	PM 1.5	September		2026		\$1,193.02		
PM 1	PM 1	March		2027		\$1,041.81		
PM 1.5	PM 1.5	September		2027		\$1,246.71		
PM 1	PM 1	March		2028		\$1,088.69		
PM 2	PM 2	September		2028		\$1,599.57		
Other	PM 1	March		2029		\$1,137.69		
Other	PM 1.5	September		2029		\$1,361.43		
Other	PM 1	March		2030		\$1,188.88		
Other	PM 1.5	September		2030		\$1,422.70		
Battery Replacement		Last Battery: 10/2023 (1) 153-5656		September		2026		\$520.95
				PREVAILING WAGE		PREVAILING WAGE		
ASSUMES GROUND LEVEL		ALL WORK TO BE DONE DURING						
GENERATOR INSTALLATION		NORMAL WEEKDAY HOURS.						
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.				

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

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

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

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

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

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

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

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

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Customer # 2918700		Serial #	GXC01438
Customer		Southworth-Milton, Inc. d/b/a/ Milton CAT	
Name:	Name:	Paul Fobare	
Title:	Title:	Power Solutions Representative	
Signature:	Signature:	Paul Fobare	
Date:	Date:	12/24/2025 rev1	
		Must be fully executed within 21 days	
		Void if not fully executed within 21 days	

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