

Agenda
Town of Moreau
Town Board Meeting
January 23, 2024
7:00PM

6:30pm Public Hearing SGF Fire Company Contract
6:35pm Public Hearing Local Law 1 of 2024
6:40pm Public Hearing Moreau Emergency Squad Contract
6:45pm Month-End Audit Meeting

7:00 p.m. Regular Town Board Meeting

Roll Call / Pledge of Allegiance

1. Set Future Meetings & Workshops

Public Comment Period

***This is solely for comments and questions which pertain to agenda items.*

2. Old Business

- Resolution: Setting the annual payment per megawatt for PILOT Agreements
- Questions About Paid Family Leave

3. Highway Department Requests - New Hire, wingman

4. Transfer Station Requests - New Hire, part time attendant

5. Recreation Department Requests

- Park Update

6. GAR Contract - Authorizing the Supervisor to Sign

7. Fire Department Contract - Authorize the Supervisor to Sign

8. Moreau Emergency Squad - Authorize the Supervisor to Sign

9. Planning Board Appointments

- Planning Board Chairman
- Planning Board Alternate

10. Association of Towns Training in NYC - Councilman Stewart

11. RFP - Legal Services, Town Designated Engineers

12. Supervisor's Items

Public Comment Period

***This is open to any comments pertaining to town business from the audience.*

13. Committee Reports

14. Motion to Adjourn to Executive Session, if Necessary

“Resolution setting the annual payment per megawatt for Payment In Lieu of Taxes (“PILOT”) Agreements pursuant to Moreau Town Code Chapter 63, Section 6(H) shall be \$900. In the event this amount exceeds the amount that would otherwise be payable as taxes but for the exemption under Real Property Tax Law 487, the Assessor has the ability to negotiate the per megawatt amount, subject to Final approval of the Agreement by the Town Board.”

**TOWN OF MOREAU
Highway Department
1543 Route 9
FORT EDWARD, NY 12828
Chris Abrams: Highway Superintendent**

TOWN BOARD MEMO

TO: Board Members
FROM: Chris Abrams
SUBJECT: New Hire - Wingman
DATE: January 22, 2024

This memo is to request authorization from the Town Board to hire Michael Lary as a part-time wingman/flag person for the Highway Department. Mr. Lary has over 30 years of experience operating heavy equipment and vehicles. Adding another wingman/flag person to the crew would allow us to work more efficiently, as well as provide the resources to put an additional plow truck on the road during inclement weather. Mr. Lary lives in South Glens Falls. I believe he would be a great fit for this position.

Chris Abrams
Highway Superintendent

TOWN OF MOREAU
Transfer Station
1543 Route 9
FORT EDWARD, NY 12828
Chris Abrams: Highway Superintendent

TOWN BOARD MEMO

TO: Board Members
FROM: Chris Abrams
SUBJECT: New Hire - Transfer Station
DATE: January 19, 2024

This memo is to request authorization from the Town Board to hire one part time attendant, specifically Donna Estabrook, at the Transfer Station. The Transfer Station has been understaffed by one person for several weeks, as a previous employee resigned. There is currently a risk that the Transfer Station will not be able to fulfill all of the necessary shifts in order to operate.

Mike Hastings, Marsha Morehouse, and I interviewed Donna Estabrook and have found her to be qualified for the position, as well as very personable. Ms. Estabrook has nearly 40 years of experience working at Essity in South Glens Falls, only departing this position due to the company closing. Ms. Estabrook resides in South Glens Falls. We believe that she would be an excellent fit for the open position at the Transfer Station.

Chris Abrams
Highway Superintendent



GAR Associates LLC
EST. 1961

Proposal
Assessment Equity (Maintain 100% Equalization Rate) and Maintenance
January- December 2024

Service Include:

1. Systematic Analysis - identify inequitable assessments
2. Residential and Commercial Sales Verification
3. Residential and Commercial Land Analysis
4. Agricultural Land Analysis
5. Commercial Analysis (Vacancy Rates, Expense Ratios, cap Rates etc..)
6. Application of Trends to Commercial and Residential Property Classes
7. Desk Review of Preliminary Values
8. Quality Control Process on Values
9. Commercial Property Permit Valuation
10. COA Mailing Assistance
11. Public Relation Assistance
12. Informal Review Support
13. Pre-Article 7/Small Claims Consultation
14. Stipulation/BAR Consultation
15. MLS Support
16. Assist with Preparation for 2025 Roll (July thru December)
17. PID Creation/Update
18. Residential Model Cleanup
19. Residential Market Document Generation
20. Commercial Property VFF Update (if applicable)

Cost: \$45,000

PROSWebsiteAnnualLicenseFee: \$2,500

Total 2024 Fee: \$47,500

CORPORATE OFFICE:

5500 MAIN STREET SUITE 347 WILLIAMSVILLE, NEW YORK 14221 TEL 716.691.7100 FAX 716.691.7770
TOLL FREE: 1.800.836.0382

CAPITAL REGION OFFICE:

855 ROUTE 146 SUITE 13 CUFTON PARK, NEW YORK 12065 TEL.518.579.3773 FAX.518.579.3773
TOLL FREE: 1.800.836.9382

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

Addendum to Agreement
Between The Town of Moreau and GAR Associates LLC
Assessment Support Services

This addendum is made part of the Professional Services Agreement between the Town of Moreau and GAR Associates LLC.

It has been mutually agreed by both parties that GAR Associates LLC will provide additional support services to the Town of Moreau under the terms of the original agreement dated May 29, 2019, and modify the scope of services to include additional services as outlined in the attached proposal. The term of this addendum is for the period January 2, 2024, through December 31, 2024. Both parties agree that at the end of this term (December 31, 2024) this agreement may be renewed for an additional time-period as mutually agreed upon.

Attached is a payment schedule for the period January 2, 2024 – December 31, 2024.

This addendum shall be effective upon the signature of Town and GAR Associates LLC authorized officials. It shall be in force from January 2, 2024 – December 31, 2024.

Signatures and dates:

Authorized signature from
Town of Moreau

Authorized signature from
GAR Associates LLC

David M. Barnett, MAI, SRA
President/Member

Date:

Date:

CORPORATE OFFICE:

5500 MAIN STREET SUITE 347 WILLIAMSVILLE, NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770
TOLL FREE: 1.800.836.0382

CAPITAL REGION OFFICE:

855 ROUTE 146 SUITE 130 CLIFTON PARK, NEW YORK 12065 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

EXHIBIT A

GAR ASSOCIATES LLC - PAYMENT SCHEDULE

January 2, 2024	\$3,750
February 1, 2024	\$3,750
March 1, 2024	\$3,750
April 1, 2024	\$3,750
May 1, 2024	\$3,750
June 1, 2024	\$3,750
May 1, 2024	\$3,750
June 1, 2024	\$3,750
July 1, 2024	\$3,750
August 1, 2024	\$3,750
September 1, 2024	\$3,750
October 1, 2024	\$3,750
November 1, 2024	\$3,750
December 1, 2024	\$3,750
Total:	\$45,000
PROS Website Annual License Fee:	\$2,500
Total 2024 Fee:	\$47,500

CORPORATE OFFICE:

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TOLL FREE: 1.800.836.0382

CAPITAL REGION OFFICE:

855 ROUTE 146 SUITE 130 CLIFTON PARK, NEW YORK 12065 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

AGREEMENT

This Agreement made the ___ day of _____ 2024, among the **Town of Moreau**, a municipal corporation with its office at 351 Reynolds Road in the Town of Moreau, County of Saratoga and State of New York (hereinafter "the Town") and the **South Glens Falls Fire Company, Inc.** a corporation duly organized pursuant to the laws of the State of New York, with its principal office located in the Village of South Glens Falls, County of Saratoga and State of New York (hereinafter "the Fire Company").

WITNESSETH

WHEREAS, pursuant to Section 184 of the Town Law, a fire protection district embodying all of the territory of the Town of Moreau outside the incorporated Village of South Glens Falls, except the property owned by the State of New York, has been duly established in the Town of Moreau; and

WHEREAS, pursuant to Section 184 of the Town Law, the Town is authorized to enter into a contract with an incorporated fire company maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection to and in the fire protection district; and

WHEREAS, the Fire Company maintains adequate and suitable apparatus and appliances furnishing of fire protection in the fire protection district; and

WHEREAS, the parties hereto desire to enter into a one-year Agreement; and

WHEREAS, the Town Board has conducted a Public Hearing on the Agreement as provided by law; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1. GENERAL. The Town engages the Fire Company to provide and furnish fire protection to the fire protection district and the Fire Company agrees to provide and furnish such fire protection for the duration of this Agreement upon the terms and conditions specified herein.

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be for one year beginning January 1, 2024 through December 31, 2024.

ARTICLE 3. SERVICES TO BE PERFORMED BY FIRE COMPANY. The Fire Company shall at all times during the term of this Agreement be subject to call for attendance upon any fire occurring in the fire protection district when notified by alarm or by telephone call. At any such time, the Fire Company shall respond and attend upon the fire without delay with the necessary firemen and one or more trucks and suitable ladders, pumps, hose and other apparatus of the Fire Company. Upon arriving at the scene of the fire, the firemen of the Fire Company attending the fire shall proceed diligently, and in every way reasonably suggested to the extinguishment of the fire and the saving of lives and property in connection therewith. At all times during the term of this Agreement the Fire Company shall furnish and maintain proper and suitable motor fire trucks together with equipment and apparatus which is heretofore been furnished by the Fire Company in connection with the Contract now existing between the parties for fire protection for the fire protection district and for the purpose of performing the services in this Agreement.

ARTICLE 4. COMPENSATION TO THE FIRE COMPANY. In consideration of the Fire Company providing the aforesaid fire protection services to the Town, the Town agrees to pay the Fire Company the sum of **SIX HUNDRED THIRTY-FIVE**

THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS

(\$635,774.00) as payment for the fire protection services agreed to herein.

Out of the aforesaid sum, the amount of \$100,000 is to be dedicated and reserved to the purchase of a new fire truck.

The Town shall make the above-referenced payment directly to the Fire Company.

The TOWN further agrees to provide and the Fire Company agrees to accept, as additional compensation, eighty (80%) percent of the cost of enhanced cancer disability benefit insurance required pursuant to General Municipal Law 205-cc, up to the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00). It is understood and agreed that the Fire Company will purchase insurance at \$137 per eligible fire fighter, and the cost of any insurance purchased above this sum will be borne solely by the Fire Company. A list of the eligible firefighters is attached hereto as **Schedule A**. Release of the funds will occur only upon receipt and approval by the TOWN of a voucher and proof of payment by the Fire Company of the additional insurance, in accordance with the TOWN's procurement and financial policies. This additional compensation is for the 2024 year only.

ARTICLE 5. DATE OF PAYMENT: The TOWN shall pay said sum identified in the first paragraph of ARTICLE "4" in installments as follows:

- (A) The sum of **Three Hundred Seventeen Thousand Eight Hundred Eighty-Seven and 00/100 Dollars (\$317,887.00)** on the 31st day of January 2024, representing 50% of the total compensation identified in the first paragraph of ARTICLE "4."

(B) The sum of **One Hundred Fifty-Eight Thousand Nine Hundred Forty-Three and 50/100 Dollars (\$158,943.50)** on the 15th day of May 2024, representing 25% of the total compensation identified in the first paragraph of ARTICLE "4."

(C) The sum of **One Hundred Fifty-Eight Thousand Nine Hundred Forty-Three and 50/100 Dollars (\$158,943.50)** on the 15th day of September 2024, representing 25% of the total compensation identified in the first paragraph of ARTICLE "4."

ARTICLE 6. INDEPENDENT STATUS. During the existence of this Agreement, the Fire Company shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Town.

ARTICLE 7. FURTHER OBLIGATIONS OF FIRE COMPANY.

(A) The Fire Company agrees to keep the trucks and equipment insured against loss by fire, theft or collision, and that in case said trucks are stolen, destroyed by fire or collision, totally or otherwise, to reasonably repair or replace the same so that the trucks and equipment contemplated herein, shall at all times be available for use and protection of the fire protection district.

(B) The Fire Company shall keep, maintain and operate all trucks and equipment at its own expense.

(C) On or before August 31, 2024 the Fire Company shall furnish the following:

1. A complete financial audit of its financial affairs certified by a certified public accountant.

2. A comparison of budgeted expenditures and revenues versus actual expenditures and revenues for the previous completed fiscal year.

3. Should the Fire Company fail to furnish the financial audit and comparison of budget expenditures and revenues as specified above the Town may conduct a financial audit of the Fire Company upon reasonable notice to the Fire Company. The Fire Company shall cooperate with the Town and/or its representatives in the conduct of any such audit.

(D) The Fire Company agrees to comply with the provisions of all state and federal laws, local statutes, ordinances and regulations that are applicable to the performance of this contract.

ARTICLE 8: INSURANCE AND INDEMNIFICATION: The Fire Company agrees to purchase and keep in force, during the period covered by this Agreement, policy or policies of Automobile, General, Errors and Omissions, and Umbrella Liability Insurance protecting said Fire Company with limits of at least \$3,000,000.00 for Bodily Injury and Property Damage combined Single Limit. The Fire Company agrees to indemnify and save harmless the TOWN from any and all claims arising out of the operation of the said Fire Company service pursuant to this Agreement. The TOWN shall be named as an additional insured on a primary and non-contributory basis and said Fire Company agrees to furnish to the TOWN Certificates of Insurance showing coverages as above set forth. The Fire Company shall also maintain worker's compensation insurance in accordance with New York State Law.

ARTICLE 9. SEVERABILITY. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of

such provision, other than to the extent that is held invalid, will not be invalid or affected thereby.

ARTICLE 10. GOVERNING LAW. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 11. WAIVER. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 12. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement among the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

ARTICLE 13. NON-ASSIGNMENT. This Agreement may not be assigned without the written consent of the Town of Moreau.

ARTICLE 14. AUTHORITY. Each of the persons signing below warrants that he or she has been duly authorized to sign this Agreement upon resolution of the respective governing board of the party for which he or she is signing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

TOWN OF MOREAU

Date: _____

By: _____
Jesse A. Fish, Jr., Town Supervisor

SOUTH GLENS FALLS FIRE COMPANY,
INC.

Date: _____

By: _____
_____, President

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss.:

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared THEODORE T. KUSNIERZ, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss.:

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

South Glens Falls Fire Company-Schedule A for 2024

Tim Bennett
Robert Bulman Jr.
Robert Bulman Sr.
Keith Chadwick
Rob Chadwick
Pete Corlew
Tyler Corlew
James Davie
Reed Devitt
Bonnie Dickinson
Sean Dunbar
Corey Farr
Dan Fitzgibbon
R.J. Harrington
Brandon Hayes
William Hesse Sr.
Anissa Jacox
Kenneth Jacox
Bruce Lant
Matt LaPointe
Logan Marino
Mike Norman
Wayne Palmer
William Passineau
Jon Pease
Tim Pease
Art Porlier
Nicholas Quinn

Don Ranck
Andrew Rich
Chris Rich
John Rivers
Tim Schwab
Chris Skogsberg
John Smith
Tim Snowball
Benjamin Vaillancourt
Nate Voorhis

As of 1/15/2024

AGREEMENT

THIS AGREEMENT is made in duplicate originals the ____ day of _____, 2024, between the **TOWN OF MOREAU**, a municipal corporation of the County of Saratoga, with its office at 351 Reynolds Road in the Town of Moreau, County of Saratoga and State of New York, hereinafter designated as "TOWN", and **MOREAU EMERGENCY SQUAD, INC.**, a not-for-profit corporation organized under the laws of the State of New York, with offices at Route 9, South Glens Falls, County of Saratoga and State of New York, hereinafter designated as "SQUAD".

WITNESSETH

WHEREAS, the TOWN is desirous of contracting for ambulance and other related services for the period spanning January 1, 2024 through December 31, 2024; and

WHEREAS, the SQUAD is a duly organized Emergency Squad capable of rendering said services; and

NOW, THEREFORE, pursuant to Section 122-b of the General Municipal Law and Section 184 of the Town Law, the parties do mutually agree as follows:

ARTICLE 1: SERVICES AND OBLIGATIONS: During the term of this Agreement, the SQUAD, at its own expense and upon its own responsibility, agrees to provide and maintain ambulances and necessary equipment, and to organize within its membership a New York State certified Emergency Relief Squad which shall be trained to operate such ambulances and to render such aid to injured and sick persons as is normally required of ambulance personnel, and to provide emergency ambulance

service within the Town of Moreau, at any hour of the day or night, during the term of this Agreement.

- (a) The SQUAD shall establish and adhere to uniform billing and collection practices, shall bill all consumers or customers uniformly and shall make reasonable efforts to collect all fees and charges billed.
- (b) For the security and protection of the TOWN, the SQUAD shall at its expense obtain and maintain in effect a bond or other appropriate security in a form satisfactory to the TOWN.
- (c) The Town has the right to conduct, on a regular basis, audits of all records of the SQUAD which indicate all expenditures including invoices, checks and receipts. The audits will take place at the SQUAD.

ARTICLE 2: ADDITIONAL DUTIES AND OBLIGATIONS OF SQUAD: During the term of this Agreement the SQUAD shall be and remain:

- (a) Certified or registered by New York State in accordance with the Public Health Law Article 30 for general emergency ambulance service within the TOWN.
- (b) Duly incorporated and qualified under Section 501(c)(3) of the United States Internal Revenue Code.
- (c) Responsive to and on call to Saratoga County 911, a police officer, peace officer, or doctor to the scene of an emergency within the TOWN of Moreau.

(d) Use the monies received from the TOWN in accordance with this Agreement for only the following purposes and subject to the following conditions:

(i) Notwithstanding anything provided in the Proposed Budget, it is agreed that none of the TOWN funds shall be used for purposes of the payment of salaries for paid employees, banquets, monetary awards, fundraising activities, except that these restrictions shall not prohibit reimbursing members for telephone calls, food and beverage, and other business expenses related to the Emergency SQUAD purposes, with such related personnel expenditures continuing to be authorized by the General Membership of the SQUAD pursuant to past procedures and in accordance with the Corporate By-Laws of the SQUAD.

(e) In addition to the foregoing, upon request of any Member of the Town Board, allow for inspection of all books and records of the SQUAD related to all funds provided by the TOWN including third party billing funds.

(f) When requested by the TOWN, the SQUAD shall provide the TOWN access to all records of the SQUAD for its expenditures

including invoices, checks and receipts, whether for paid staff and members or volunteer staff and members and all payroll records.

(g) All paid employees or Staff of the SQUAD serving on the Board of Directors shall in all Board of Directors matters, recuse himself or herself from any vote involving the status of said employee or paid Staff in accordance with past procedures and pursuant to the corporate By-Laws of the SQUAD.

ARTICLE 3: COMPENSATION: That in consideration of the Agreement to furnish said services, the TOWN agrees to pay the SQUAD the sum of **Two Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars (\$262,712.00)** as payment for the ambulance service to be provided. The SQUAD agrees to accept the sum of **Two Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars (\$262,712.00)** as payment for the ambulance service to be provided.

The TOWN agrees to provide and the SQUAD agrees to accept, as additional compensation, snow-plowing and sanding services in the SQUAD's parking lot for the 2024 year. The TOWN and the SQUAD agree that the TOWN will not be responsible or held liable, in any manner, for minor damages done to the parking lot, and that the SQUAD will hold the TOWN harmless for any of the aforesaid minor damage which may be caused during snow-plowing. This additional compensation is for the 2024 year only and will be reviewed on an annual basis for renewal.

The TOWN further agrees to provide and the SQUAD agrees to accept, as additional compensation, the sum of **SEVENTY-FIVE THOUSAND AND NO/100**

DOLLARS (\$75,000.00) for the sole purpose of construction of the SQUAD's new building ("Capital Funds"). The Capital Funds will be kept in an account held by the TOWN until such time as construction of the new building has been completed. Release of the funds will occur only upon receipt and approval by the TOWN of a voucher in accordance with the TOWN's procurement and financial policies. This additional compensation is for the 2024 year only.

Nothing herein contained shall be deemed to prevent the SQUAD from accepting gifts or donations to be applied by it toward the cost of maintaining said Emergency Ambulance Service.

- (a) The SQUAD shall furnish to the TOWN on a monthly basis a "Payroll Summary" (including Paramedic and EMT compensation) as shown in Schedule B annexed hereto and made a part hereof.

ARTICLE 4: DATE OF PAYMENT: The TOWN shall pay said sum identified in the first paragraph of ARTICLE "3" in installments as follows:

- (a) The sum of **One Hundred Thirty-One Thousand Three Hundred Fifty-Six and 00/100 Dollars (\$131,356.00)** on the 31st day of January, 2024, representing 50% of the total compensation identified in ARTICLE "3."
- (b) The sum of **Sixty-Five Thousand Six Hundred Seventy-Eight and 00/100 Dollars (\$65,678.00)** on the 15th day of May, 2024, representing 25% of the total compensation identified in ARTICLE "3."

(c) The sum of **Sixty-Five Thousand Six Hundred Seventy-Eight and 00/100 Dollars (\$65,678.00)** on the 15th day of September, 2024, representing 25% of the total compensation identified in ARTICLE "3."

ARTICLE 5: INDEPENDENT STATUS: That during the existence of this Agreement, the SQUAD shall remain an individual, independent contractor, retaining its separate entity and shall in no way be considered a division, department or agent of the TOWN.

ARTICLE 6: TOWN BOARD LIAISON TO SQUAD: The TOWN and SQUAD acknowledge the intent of Article 5 of this Agreement and further acknowledge that no individual may become a Member of the Board of Directors of the SQUAD absent acceptance as a full Member of the SQUAD. Nonetheless, the Executive Director of the SQUAD shall invite the TOWN Board to attend any and all Board of Directors Meetings as a professional courtesy. In addition, the Executive Director may in certain instances invite said TOWN Board Member to Executive Sessions of the Board of Directors where appropriate, and where a violation of Article 5 of this Agreement would not occur.

ARTICLE 7: TERM OF THE AGREEMENT: The term of this Agreement shall be from January 1, 2024 through December 31, 2024.

ARTICLE 8: TERMINATION: This Agreement shall automatically terminate in the event the SQUAD loses its not-for-profit corporation status or ceases to provide the services described herein or ceases operations. In addition to the foregoing, the TOWN may terminate this Agreement for cause upon thirty (30) days written notice to the

SQUAD. In the event the termination is for cause, the TOWN shall specify the alleged grounds for cause in its written notice.

ARTICLE 9: INSURANCE AND INDEMNIFICATION: The SQUAD agrees to purchase and keep in force, during the period covered by this Agreement, policy or policies of Automobile, General, Errors and Omissions, and Umbrella Liability Insurance protecting said SQUAD with limits of at least \$3,000,000.00 for Bodily Injury and Property Damage combined Single Limit. The SQUAD agrees to indemnify and save harmless the TOWN from any and all claims arising out of the operation of the said ambulance service pursuant to this Agreement and including claims related to any third-party billing by the SQUAD. The TOWN shall be named as an additional insured on a primary and non-contributory basis and said SQUAD agrees to furnish to the TOWN Certificates of Insurance showing coverages as above set forth. The SQUAD shall also maintain worker's compensation insurance in accordance with New York State Law.

ARTICLE 10: SEVERABILITY: In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

ARTICLE 11: GOVERNING LAW: This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 12: WAIVER: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 13: ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement among the parties and shall not be modified except by a subsequent written Agreement executed by the authorized representatives of the parties hereto.

ARTICLE 14: NON-ASSIGNMENT: This Agreement may not be assigned without the written consent of the TOWN of Moreau.

ARTICLE 15: PRIOR AGREEMENTS: This Agreement supersedes any and all prior Agreements between the TOWN and the SQUAD and said Agreements are hereby cancelled.

ARTICLE 16: AUTHORITY: Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

ARTICLE 17: AUDIT: No later than September 1, 2024, the SQUAD shall furnish the following:

- (a) A complete financial audit of the financial affairs certified by Certified Public Accountant.

Failure to furnish the complete financial audit of its financial affairs pursuant to this paragraph shall constitute a default and breach of this Agreement and shall be cause for termination. However, the TOWN reserves its right to conduct a financial audit of the SQUAD upon reasonable notice to the SQUAD. The SQUAD shall cooperate with the TOWN and/or its representatives in conduct of such audit. The TOWN's actions with respect to conducting its own financial audit does not constitute a waiver of the SQUAD's default.

ARTICLE 18: MISCELLANEOUS: The SQUAD agrees to comply with the provisions of all State and Federal Laws, local statutes, ordinances and regulations including but not limited to all employment laws that are applicable to the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

Date: _____

TOWN OF MOREAU

BY _____
JESSE A. FISH, JR.
Town Supervisor

Date: _____

MOREAU EMERGENCY SQUAD, INC.

BY _____
STEVEN VAN GUILDER
Executive Director

STATE OF NEW YORK)

COUNTY OF SARATOGA)

) ss:

On the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **JESSE A. FISH, JR.** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF SARATOGA)

) ss:

On the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEVEN VAN GUILDER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC