

A month-end meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal building, 351 Reynolds Road, Moreau, New York.

The Supervisor called the meeting to order at 6:45 p.m.

**Town Board Members Present**

Kyle Noonan	Councilmember
Alan VanTassel	Councilmember
John Donohue, Jr.	Councilmember
Theodore T. Kusnierz, Jr.	Supervisor

**Town Board Members Absent**

Mark Stewart	Councilmember
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**Also present:** Brenda Hutter, Town Clerk; Ellen Buttles, Deputy Town Clerk; Anna Labiak, Billing Coordinator; Alex Portal, Reporter, Post Star Newspaper; Martin Schmidt, C.T. Male Associates, Gianni Simone, Cerrone Builders, Michael Fingar, U.S. Light Energy, Donna Nichols, Moreau Community Center, Town Residents: Steven Hutter, Virginia Livsey, Bruce Flayer, Jeanne Gutheil, Gina LeClair, Bob LeClair, Samantha Berg, Mary Weeks, Stephen Weeks, John Smith, Nicholas Quinn, Mary Jenkins, Preston Jenkins, Dennis Devall, Sheila Itzo, Paul Itzo, Cheryl Lawyer, Ken Scherl, Holly Johnson, Samantha Amato, Chris Johnson, Mackenzie Johnson, Maureen Jackson, Beth Wadleigh, Terry Donohue, Derek Rogers, Eric Rogers, Dominic Tom, Margaret Gannan, Jesse Fish, Steven Cerrone, Lisa Ostrander, Kevin Ostrander, Bob Vittengl, Mike Shaver, Maria Jennings, Jorge Padron, Sandy Mahoney

**Resolution #2023-222**

A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, that,

\$ 1,076.00 be transferred from A1990.4 General - Contingent Account and \$ 1,076.00 be transferred to A6772.4 General - Programs for Aging to transfer funds for the payment of the Aging Services contract with Saratoga County.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**Resolution #2023-223**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, that,

\$ 790.51 be transferred from GI8110.2 Sewer - Equipment and \$ 725.52 be transferred to GI8110.4 Sewer - Contractual and \$ 64.99 be transferred to GI8110.1 Sewer - Personal Services to transfer funds for the payment of Sewer Administration expenses.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

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**Resolution #2023-224**

A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, that,  
\$ 673.50 be transferred from A1990.4 General - Contingent Account and  
\$ 673.50 be transferred to A9950.9 General - Transfers to Capital Project Fund to transfer funds for the payment of legal fees associated with the Sewer Capital Project Fund.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**Resolution #2023-225**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, that,  
\$ 441.19 be transferred from B1990.4 Town Outside - Contingent Account and  
\$ 441.19 be transferred to B8160.4 Town Outside - Refuse & Brush Fees to transfer funds for the spending of the 2023 Spring Brush Pick-Up.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**Resolution #2023-226**

A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, that,  
\$ 6.65 be transferred from GI9060.8 Sewer - Health Insurance and  
\$ 6.65 be transferred to GI9000.8 Sewer - Employee Benefits - Medicare to transfer funds for the payment of Sewer Administration expenses.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

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**Resolution #2023-227**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to approve the payment of bills as audited.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**AUDITED CLAIMS**

General Fund – A Account Claim Nos. 560-589, 591, 593-596, 598-600, 603-604, 609, 611-612, 615-620, 623-624, 627, 629-630, 632-635, 638, 649-650, 654-656	\$186,201.26
Town Outside Fund – B Account Claim Nos. 562-581, 586, 604, 606, 610-611, 630, 639-642, 651	\$19,246.77
Consolidated Water District Fund – CW Account Claim Nos. 562-581, 584-586, 588, 592, 602, 604, 612, 618, 624-626, 628, 630-631, 635, 652	\$37,139.32
Highway Fund – DB Account Claim Nos. 562-581, 590, 597, 601, 605, 607-608, 613, 618, 621-622, 633, 636, 650	\$15,087.79
Sewer I Fund – GI Account Claim Nos. 562-581, 584-586, 588, 631	\$3,908.62
EFC – Sewer 1 Ext. 5 Fund – HG Account Claim Nos. 646-648	\$69,968.69
Landfill Reserve – LF Account Claim No. 612, 644-645	\$168.02
Meadow Ridge Lighting – MR Account Claim No. 561	\$89.23
Pallette Lighting – PA Account Claim No. 561	\$182.70
Palmerton Heights – PH Account Claim No. 561	\$467.41
Pinewood Lighting – PW Account Claim No. 561	\$262.79
Riverview Lighting – RV Account Claim No. 561	\$294.88
Sherwood Forest Lighting – SH Account Claim No. 561	\$283.45
Trust & Agency – TA Account Claim No. 643	\$1,270.50
Transfer Station Fund – TS Account Claim Nos. 562-581, 584-585, 588, 604, 614-615, 618, 637-638	\$10,464.14
Tanglewood Lighting – TW Account Claim No. 561	\$134.49

A month-end meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal building, 351 Reynolds Road, Moreau, New York.

Woodscape II – WP Account Claim No. 561	\$336.51
Woodscape – WS Account Claim No. 561	\$436.94

A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, to close the month-end meeting at 6:51 p.m.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

Meeting adjourned.

Respectfully submitted,

Brenda Hutter  
Town Clerk



A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

The Supervisor called the meeting to order at 7:00 p.m.

The Town Clerk called the roll.

### **Town Board Members Present**

Kyle Noonan	Councilmember
Alan VanTassel	Councilmember
John Donohue, Jr.	Councilmember
Theodore T. Kusnierz, Jr.	Supervisor

### **Town Board Members Absent**

Mark Stewart	Councilmember
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**Also present:** Brenda Hutter, Town Clerk; Ellen Buttles, Deputy Town Clerk; Anna Labiak, Billing Coordinator; Karla Buettner, Attorney for the Town; Alex Portal, Reporter, Post Star Newspaper; Martin Schmidt, C.T. Male Associates; Gianni Simone, Cerrone Builders; Michael Fingar, U.S. Light Energy; Donna Nichols, Moreau Community Center; Town Residents: Steven Hutter, Virginia Livsey, Bruce Flayer, Jeanne Gutheil, Gina LeClair, Bob LeClair, Samantha Berg, Mary Weeks, Stephen Weeks, John Smith, Nicholas Quinn, Mary Jenkins, Preston Jenkins, Dennis Devall, Sheila Itzo, Paul Itzo, Cheryl Lawyer, Ken Scherl, Holly Johnson, Samantha Amato, Chris Johnson, Mackenzie Johnson, Maureen Jackson, Beth Wadleigh, Terry Donohue, Derek Rogers, Eric Rogers, Dominic Tom, Margaret Gannan, Jesse Fish, Steven Cerrone, Lisa Ostrander, Kevin Ostrander, Bob Vittengl, Mike Shaver, Maria Jennings, Jorge Padron, Sandy Mahoney

The Supervisor led the Pledge of Allegiance.

### **APPROVAL OF MINUTES**

The following minutes were prepared and presented to the Town Board members in advance of the meeting for their review, comment, correction, and approval:

- June 27, 2023– Regular Town Board Meeting

### **Resolution #2023-228**

A motion was made by Councilmember VanTassel, seconded by Councilmember Donohue, and carried, to approve the June 27, 2023 – Regular Town Board Meeting minutes as prepared.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Abstain
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

### **Reynolds Road Planned Unit Development**

Supervisor Kusnierz gave a brief description of the forthcoming presentation regarding the Reynolds Road Planned Unit Development. He stated that when the presentation concludes, the Town Board will have an opportunity to ask the presenter any questions that they may have, and that the next step in the process would be to have the Town Board refer it to the Planning Board for their review and comments.

A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

Supervisor Kusnierz invited Michael Fingar, Chief Operating Officer of U.S. Light Energy (USLE), a Solar Development Company based in Latham NY, to give Board members and the general public a brief narrative of a Planned Unit Development Initial Submission for property that they own located at 65 Reynolds Road and 83 Fort Edward Rd collectively. Mr. Fingar started his presentation by giving a brief description of the development company (USLE), stating that over the past several years they have been largely focused on developing Community Solar projects. He continued by stating that USLE has deployed about 66 megawatts of community solar products that are operating and another 60 Megawatts of construction, and that has afforded U.S. Light Energy the opportunity to view properties in that development effort that may benefit from a more extensive development than solar alone. He continued by stating that this is the case with the properties being discussed. Fingar continued by adding that the properties consist of 200+ acres that U.S. Light Energy purchased back in 2020 and have been actively trying to develop and make best use of these properties for several years. He continued by stating that based on some feedback that USLE has received from past presentations, they have chosen to focus on a luxury Motor Coach and Cabin Resort. This Resort would feature approximately 143 pad sites for Motorcoach vehicles, recreational vehicles, as well as approximately 20 luxury cabins that could be a combination of both seasonal and year-round rentals. He stated that one of the largest concerns that USLE has heard from past presentations is the visual impact that such a project would have on the proposed site, adding that those concerns led to taking advantage of the existing terrain while providing an additional recreational resource for the property. That addition would be a 1.3-mile multi use trail that USLE envisions as giving guests of the luxury Motorcoach and Cabin Resort, as well as the general public the ability to use for hiking, cross country skiing, mountain biking, and general enjoyment of the property. Mr. Fingar concluded his presentation by acknowledging that this potential project will take some time, being carefully reviewed by the Planning Board, however USLE looks forward to having a collaborative discussion with them on how to best utilize these properties.

Supervisor Kusnierz thanked him for his presentation and proceeded to ask if individuals will have the opportunity to purchase, thereby pay taxes, on the lot where they park. Mr. Fingar stated that there are various models for that, including just straight rental. However, they are not locked in on that exact use of the area yet. Supervisor Kusnierz continued to ask if there would be a "Community Center" type of place outside of the washrooms and the actual site that their vehicles are on where people could go to congregate. Mr. Fingar's response was yes, describing USLE's plans to revitalize the existing buildings by having a common clubhouse as well as some other recreational facilities for the enjoyment of the guests. He added that they also plan on having several pickleball, basketball, and tennis courts. The seasonality of the proposed cabins is one of the ways that USLE can diversify the length of stay of the guests, adding that by having this option of renting these cabins in the winter it will pair well with the cross-country skiing option that will be available on the adjacent trail. Councilmember VanTassel thanked Mr. Fingar for returning after having made presentations in the past to the Town Board, adding that this project seems more aligned with what the Board had in mind for these properties. Mr. Fingar's reply was that USLE appreciates the collaboration and looks forward to much more of that in the planning process. He continued by stating that they wanted to provide a detailed proposal to give everyone an idea of the research that USLE has done in order to continue with the level of finishes and luxury concept that we have in mind. Due to the amount of information that was presented, Councilmember Noonan asked Mr. Fingar to explain the concept of Community Solar for the Town Board and the public. Mr. Fingar proceeded to give a brief description of what Community Solar means. He stated that Community Solar allows places to install a large array, and then take that energy through a metering program that New York State Community net metering uses and then distributes through bill credits through subscribers. Subscribers to that array get credits that are then allocated to their electric bill, in this case it would be National Grid. Anybody that has a National Grid bill can choose to subscribe to that array and it typically results in 5% to 10% savings. These arrays are a generating facility that are distributed across our grid. One of the benefits to this array, whether you choose to participate or not, is upgrades to the utility grid. Community Solar allows energy users to subscribe to a shared system of solar panels, which would be located within this community. Supervisor Kusnierz stated that because this is a Planned Unit

A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

Development (“PUD”) , under the Town Code the Town Board is required to refer proposals to the Planning Board.

**Resolution #2023-229**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to refer the Reynolds Road Planned Unit Development to the Town of Moreau Planning Board for discussion, review, and comment.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**Jacobie Park Side Farms Planned Unit Development**

Supervisor Kusnierz invited Joseph Dannible, a partner with Environmental Design Partnership, LLC, the engineering firm working with Cerrone Builders, to give Board members and the general public a brief narrative of a proposed Jacobie Park Side Farms Planned Unit Development District. The proposed project would consist of a 27-acre, three-phase, housing development, planned for the Moreau Rec. Road corridor which leads into the Harry J. Betar Jr. Recreational Park. Dannible began his presentation by stating that due to the area being the primary route to the Town’s Recreation Park, Cerrone Builders came up with a concept for the development and/ or redevelopment of these parcels flanking both sides of the Moreau Rec Road. Dannible continued by stating that the parcel will consist of approximately 191 residential units located to the North and South of said road. The units would be divided into single family cottages, attached townhouses, and apartment units. Dannible stated that the buildings would also include commercial space for general concession sales to serve parkgoers. Dannible added that the goal is to “age target” active seniors and young professional families to the area. The proposal would include improvements to the Harry J. Betar Park, as well as community offerings such as public gardens, and a hobby barn. Dannible also stated that he has met with Chris Abrams, the Town of Moreau’s Highway Superintendent, and stated that he would be willing to work with the standard road sections in order to make this project happen. Dannible added that the project coordinators would also work with members of the Park Community in an effort to enhance the pickleball and tennis courts, expand parking areas and possibly create new entrance sites. Supervisor Kusnierz thanked Dannible for his presentation, adding that due to the proximity of this project being so close to the Town’s Recreation Park, he is interested in working with everyone on this. Councilmember Noonan stated that he is also looking forward to working through this process with the Cerrone Builders. Councilmember VanTassel stated that he is excited to see the mixed-uses that Cerrone Builders have included in their proposal. VanTassel asked whether or not there would be a Phases to this build and what the timeline would look like. Dannible answered by stating that it would be a Phase Project, and that ideally, they would start with redevelopment of the South side of the street first. Dannible added that timing will depend on the absorption rate in the market, and they’d like to build it out in 16 months, however it would just depend on the market. Councilmember VanTassel continued by asking if they envision the enhancements that are included in this proposal to the park, be a part of the first phase. Gianni Simone from Cerrone Builders answered by stating that yes, this would be a part of Phase I.

A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

**Resolution #2023-230**

A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, to refer the Jacobie Park Side Farms Proposed Mixed-Use Planned Unit Development to the Town of Moreau Planning Board for discussion, review, and comment.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**DOG CONTROL OFFICER**

Supervisor Kusnierz stated that the Town currently has a six-month agreement in place with the Dog Control Officer, adding that this individual is willing to extend his services for another six months in order for the Town to have necessary coverage for dog control services.

**Resolution #2023-231**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to authorize the Town Supervisor to sign the first amendment to the Town of Moreau's Dog Control Officer's Agreement to extend for an additional six months.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**HIGHWAY DEPARTMENT**

Supervisor Kusnierz stated that the Highway Superintendent has secured three quotes for repair to the New Holland Roadside Mowing Tractor. The quotes received are as follows:

<b>Capital Tractor Inc. 1135 State Route 29 Greenwich, NY 12834</b>	<b>Price Quote:</b>	<b>\$ 2,795.00</b>
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<b>Messick's 1475 Strickler Rd. Mount Joy, PA 17552</b>	<b>Price Quote:</b>	<b>\$ 2,828.30</b>
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<b>New Holland Agriculture Franklin, CT</b>	<b>Price Quote:</b>	<b>\$ 2,795.00</b>
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Supervisor Kusnierz stated that the Highway Superintendent recommends going with the quote from Capital Tractor, Inc. at \$ 2,795.00, which will be paid from line item DB5130.405, which as of July 5, 2023, has a balance of \$19,473.71. The amount budgeted for the current year was \$35,120.00.

A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

**Resolution #2023-232**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, authorizing the Highway Superintendent to use Capital Tractor Inc. for repair of the New Holland Roadside Mowing Tractor at a price of \$2,795.00, to be paid from line item DB5130.405.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye

**RECREATION DEPARTMENT**

Supervisor Kusnierz stated that the Recreation Director has secured three quotes for replacement of all four fields main bases, not to include Homeplate for safety reasons. The quotes received are as follows:

**Beacon Athletics**

Champro Double 1 <sup>st</sup> Base Double bag 4 x 290 =	\$ 1,160
Champro Pro-Style Base set 3 x 235 =	<u>\$ 750</u>
<b>Total Price Quote:</b>	<b>\$ 2,075</b>

**BSN Sports**

Macgregor Double 1 <sup>st</sup> Base 4 x 319.99 =	\$ 1,279.99
Macgregor Shock Absorbing Bases 4 x 359.99=	<u>\$ 1,439.96</u>
<b>Total Price Quote:</b>	<b>\$ 2,719.92</b>

**Anthem-Sports**

Rawlings Hollywood Slider set 2 Bases & 1 Double bag 4 x 516.95 =	<u>\$ 2,067.80</u>
<b>Total Price Quote:</b>	<b>\$ 2,067.80</b>

Supervisor Kusnierz stated that the Recreation Director recommends going with the quote from Beacon Athletics at \$ 2,075.00, which will be paid from line item A7140.2, which as of June 30, 2023, has a balance of \$10,221.16.

**Resolution #2023-233**

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, authorizing the Recreation Director to purchase replacement Bases from Beacon Athletics at a price of \$2,075.00, to be paid from line item A7140.2.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Aye
Supervisor Kusnierz	Aye



A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

### **SUPERVISOR ITEMS**

Supervisor Kusnierz expressed his disappointment in Essity's decision to close its Saratoga and Washington County facilities. The facility located in the Village of South Glens Falls, Town of Moreau, will be closing immediately, leaving 208 people unemployed. Supervisor Kusnierz continued by stating that immediately after receiving the news he contacted the New York State Department of Labor as well as the Governor's Office to secure any possible assistance for those that lost their jobs. Kusnierz also has been in contact with the Saratoga County Workforce Development Office to begin working with the Town of Moreau to host a Job Fair.

Supervisor Kusnierz stated that the Town is in receipt of a petition that was filed regarding the proposed sale of Town property at the Moreau Industrial Park. Supervisor Kusnierz asked Karla Buettner, Attorney for the Town, to go over the next steps. Counsel proceeded to explain that the petition was filed on July 10, 2023, and pursuant to the Election Law, the petition has been reviewed, verified, and has met the threshold for the Town to proceed with the next step, which is to hold a referendum. Due to the timing of this, the Town will have to have a Special Election, which has to fall between October 8th and the 23rd of October. Counsel stated that she and the Town Clerk are working with the County to secure machines and draft the actual referendum that will go before the Town Board for approval.

Supervisor Kusnierz stated that the Town Board has been in the process of drafting a new Employee Handbook, and that the draft is now available in the Supervisor's Office for the Board to review, so that the Town can proceed with adopting it.

Supervisor Kusnierz stated that the Town received the Mortgage Tax report for the month of June and that the Town of Moreau collected \$27,155.50, which is a dramatic decrease from what the Town received last year which was \$135,367.00.

### **EXECUTIVE SESSION**

The Supervisor stated that he does not need an executive session.

### **OTHER BUSINESS**

No Councilmembers had other business that needed to be addressed.

### **PRIVILEGE OF THE FLOOR**

Supervisor Kusnierz stated that any member of the public that wishes to be heard needs to state their name, address, and that they will have 3 minutes to speak. He continued by stating that discussions must pertain to Town business only and that the Town Board will not entertain any discussion on employee work history or performance.

Maureen Jackson, Spier Falls Rd. was the first to speak. Jackson started by passing out a copy of a statement to each Town Board member that she was going to read aloud. Supervisor Kusnierz started to read what she had passed out and he stated that he sees that she mentioned a particular individual by name and that he won't allow that. Ms. Jackson explained that her statement was regarding the "peace and order" of the Town. Jackson stated that she wanted to inform the Town Board about what an individual has been posting on social media about other residents and organizations. Jackson stated that she would like the Town Board to stop this individual from bullying, slandering, and lying. Supervisor Kusnierz stated that this individual does not post anything in her capacity of Historian, and that he is not going to entertain anything regarding social media and that everyone has freedom of speech. Jackson's time was up.

Sheila Itzo was next to speak, stating that this individual has claimed to represent a few members of the Town Board. Supervisor Kusnierz stated that we all have freedom of speech. Itzo asked that if

A Regular Meeting of the Town Board of the Town of Moreau was held on July 20, 2023, in the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York.

Councilmember Donohue were to put up hate signs about your (Supervisor's) family would you want him to represent the Town. Supervisor Kusnierz stated that he would have no choice because he's (Councilmember Donohue) an elected official and has the right to say whatever he wants. Itzo then stated that he (Supervisor) is condoning this individual's behavior. Supervisor Kusnierz responded that he condones freedom of speech.

Beth Wadleigh, Lamplighter Acres, was next to speak, and stated that Supervisor Kusnierz had told her in the past that the Town Historian is not an employee with the Town. She proceeded to say that this individual gets a stipend which taxpayers pay, which makes this individual an employee. Supervisor Kusnierz told her that he stands by what he had told her in the past. Ms. Wadleigh called the Supervisor a liar, and then ran out of time.

Donna Nichols, Director of the Moreau Community Center, spoke next. Nichols stated that the Moreau Community Center does not support any political party, nationally or locally, and that they are an apolitical entity that supports our community. Nichols continued by stating that there have recently been accusations of political bias that the Community Center would like to address. Nichols added that the summer concert series in the park, which has been organized by the South Glens Falls Chamber of Commerce, has had some local political candidates sponsor some of the musical talent. These announcements were advertised on our Facebook page by the Director of Marketing, who is also the Chamber President, adding that in a small community, people often have multiple roles. The Facebook post had nothing to do with the Community Center and in no way endorses any political candidate, current or future.

Mike Shaver, Pine Valley Drive, stated that a couple of fire hydrants are down and need repair. He stated that one is on Bluebird Rd and the other is behind Speedway. Shaver asked that the Board please get these fixed.

Stephen Weeks, 15 Thomas Ave., stated that he has recently been charged for water usage for 13 Thomas Avenue. He stated that there is no hook up there and he would like to protest and not have to pay for water that he isn't using.

Dominic Tom, Cedar Lane, spoke next. He stated that he found it refreshing that so many people finally showed up to the Town board meeting. He began reading aloud the statement that Maureen Jackson handed to the Town Board at the beginning of privilege of the floor. The statement that was being read included an employee's name, which the Supervisor told everyone he would not entertain.

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A motion was made by Councilmember Noonan, seconded by Councilmember VanTassel, and carried, to close the meeting for the evening at 7:51 p.m.

Asked if all in favor, the following responses were given:

Councilmember Stewart	Absent
Councilmember Noonan	Aye
Councilmember VanTassel	Aye
Councilmember Donohue	Nay
Supervisor Kusnierz	Aye

Meeting adjourned.

Respectfully submitted,

Brenda Hutter  
Town Clerk

DRAFT



#6

RECEIVED BY

**TOWN OF MOREAU  
PURCHASE REQUEST & QUOTE SUMMARY**

8/24/23

TOWN OF MOREAU  
SUPERVISOR'S OFFICE

**Department:** HIGHWAY DEPARTMENT

**Date:** 8/24/2023

**Description of Purchase Request:** Dry well grates & rings (7 sets)

**Vendor's Name and Address:**

J.R. Hoe and Sons, 101 Ironwood Rd., Middlesboro, KY 40965

**Price: \$ 436.43 per set  
\$ 695.67 shipping  
Total: \$ 3,750.68**

**Vendor's Name and Address:**

EJ Co., 132 County Route 59, Phoenix, NY, 13135

**Price: \$ 373.58 per set  
\$ 100.00 shipping  
Total: \$ 2,715.06**

**Vendor's Name and Address:**

N.E.I., 2121 Brooks Ave., Neenah, WI 54956

**Price: \$ 889 per set  
\$ 210.54 shipping  
Total: \$ 6,433.54**

**[Please list all vendors contacted for a quote, even if they didn't submit a quote.]**

**Account number purchase will be paid from:** DB5110.450

**Balance in account and date:** \$2,823.00 as of 07/31/23

**Amount Budgeted for the current year:** \$4,000

**Department Head's Recommendation:**

I recommend going with EJ Co., for the amount of \$2,715.06.

**Board Approval Received:** \_\_\_ Yes \_\_\_ No

**Date Approval Received:** \_\_\_\_\_

**Vendor Authorized:** \_\_\_\_\_

**Amount Approved:** \_\_\_\_\_ **Total:** \$ \_\_\_\_\_





# Quotation

[ejco.com](http://ejco.com)  
800 626 4653

Account Name Town of Moreau Hwy Dept  
 Ship to 1543 Route 9, South Glens Falls, NY, US, 12803  
 Bill to 1543 US 9, South Glens Falls, NY, US, 12803  
 Full Name Christopher Abrams  
 Business Phone (518) 792-5675  
 Email [hwysuper@townofmoreau.org](mailto:hwysuper@townofmoreau.org)  
 Business Fax (518) 792-5697  
 Close Date 8/10/2023

Quote Number 00610831  
 Quote Name Frames and Grates  
 Created Date 8/10/2023  
 Expiration Date 9/9/2023  
 Prepared by Brian Mohorter  
 Email [brian.mohorter@ejco.com](mailto:brian.mohorter@ejco.com)  
 Phone  
 Fax (315) 695-4725

Quantity	Product N°	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
7	00377119	1203Z 4" Tall Reversible Frame, Special Machined from 3771Z Reversible Frame			201.48	1410.36
7	00120309	1203M1 Ductile Iron Grate Dump No Waste! Drains to Waterways, Extra Heavy Duty			172.10	1204.70
1	TBD	Delivery Drop Charge			100.00	100.00

Subtotal 2715.06 USD  
 Grand Total 2715.06 USD

Notes and Comments

11 weeks To get

# QUOTATION

Q00133723



**Town of Moreau Highway Department**  
352 Reynolds Road  
Fort Edward, NY 12828  
United States

2121 Brooks Avenue  
Neenah, WI 54956

PHONE: 920-725-7000 | FAX: 920-729-3661  
mike.langworthy@groupnei.com

**Attn:** Chris Abrams  
**Phone:** (518) 792-1030  
**Mobile Phone:** (518) 792-5675  
**Email:** moreauhwy@townofmoreau.org

**Date:** Aug 16, 2023  
**Job Name:** NY - Town of Moreau - R-1960 -  
**Job Location:** NY - Town of Moreau - R-1960 -  
**Expiration Date:** Aug 23, 2023  
**Bid Date:** Sep 14, 2023

*We are pleased to submit the following quotation in accordance with your request.*

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	1 SETS	1960	<b>R-1960- Frame and Cover</b> FRAME--TYPE-N--MACHINED SEAT--GI CLASS 35B--AA 23-1/8, BB 1-3/4 SOLID PLATEN LD--TYPE-B--MACHINED SEAT--GI CLASS 35B--2-1/2 X 2-1/2, 22-3/4 X 1-3/4, 3 STACKING LUGS	\$889.00	\$889.00

**Quotation Comments:**

PRICES QUOTED DO NOT INCLUDE FREIGHT CHARGES.  
FREIGHT CHARGES ARE DETERMINED BY SHIP TO ADDRESS.  
TAX EXEMPT FORMS IF APPLICABLE MUST BE SUBMITTED AT TIME OF ORDER PLACEMENT.  
ALL PURCHASE ORDERS SUBMITTED MUST REFERENCE THE NEENAH  
FOUNDRY QUOTE NUMBER.  
UNLESS SPECIFIED ALL CASTINGS ARE SHIPPED UNPAINTED.

**TOTAL ESTIMATED WEIGHT: 222 lbs**  
**(Excluding Skids)**

**TOTAL QUOTATION VALUE: \$889.00**  
**(Excluding Shipping & Handling)**

**ESTIMATED S & H: \$210.54**

*\$ 1099.54*

**TERMS & CONDITIONS**

Neenah Foundry Terms & Conditions apply and are available upon request. Castings furnished unpainted. Quantities are approximate, changes could alter unit prices. Estimated Shipping & Handling based on above quantities shipping in one complete shipment. Any order submitted pursuant to this quotation shall not result in a contract until it is accepted and acknowledged in writing by Neenah Foundry Company (SELLER).

Notwithstanding any contrary provision in the incorporated Terms and Conditions, this quote shall expire after 7 days from the date of issuance. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged

<https://groupnei.com/wp-content/uploads/2022/11/Terms-and-Conditions-of-Sale-rev.-202210.pdf>

**FOB Origin - Freight Excluded**

**NEENAH FOUNDRY COMPANY**

BY \_\_\_\_\_

**TOWN OF MOREAU**  
**PURCHASE REQUEST & QUOTE SUMMARY**

**Department:** TRANSFER STATION

**Date:** 8/15/2023

**Description of Purchase Request:** Brush Grinding

**Vendor's Name and Address:**

Advantage Tree Service, 772 Delaware Ave., Delmar NY, 12054

**Price: \$7,500.00**

**Vendor's Name and Address:**

Galusha, 426 Dix Ave., Queensbury, NY 12804

**Price: \$ N/A-Service no longer available**

**Vendor's Name and Address:**

W.M. Biers, 100 Port St., Albany, NY 12202

**Price: \$ N/A- No response**

**[Please list all vendors contacted for a quote, even if they didn't submit a quote.]**

**Account number purchase will be paid from:** A8160.4

**Balance in account and date:** 5,500.00 as of 7/31/2023

**Amount Budgeted for the current year:** \$5,500

**Department Head's Recommendation:**

I recommend going with Advantage Tree Service.

**Board Approval Received:** \_\_\_ Yes \_\_\_ No

**Date Approval Received:** \_\_\_\_\_

**Vendor Authorized:** \_\_\_\_\_

**Amount Approved:** \_\_\_\_\_ **Total:** \$ \_\_\_\_\_

# TOWN OF MOREAU

## Employee Training & Conference

### Reimbursement/Expense Worksheet (01/2023)

To be completed by *each* employee requesting to attend a conference

Employee Name: Leah M Cronin	Position: Assessor
Name of Conference: Assessor Fall Confernce 2023	
Hosting Agency: New York State Assessors Association	
Location: Saratoga Hilton 534 Broadway, Saratoga Springs NY 12866	
Total Professional Development Hours To Be Earned: 12 Hours	

#### EXPENSES

Conference Registration Fee:	\$	200.00
Hosting organization membership fee (Annual dues):		
Cost for lodging per night: <u>\$ 189.00</u> X <u>3</u>	\$	567.00
(TB to est. Max. if not included) (# nights)		
Cost of Coverage while position is unstaffed (if applicable):		

#### Meals & Incidental reimbursement (M&IE):

Meals will be reimbursed at the NYS rate, which is also the Federal rate. The Standard rate of \$59.00/day covers 3 meals per day. Meals that are offered through the hotel or the conference will not be reimbursed. It is expected the employee will take advantage of offerings included in registration fees. First and last days of M & IE will be reimbursed per meal (see rates below).

	Rate		Quantity		Total	
Breakfast	\$ 13.00	*	X		\$ -	
Lunch	\$ 15.00	*	X		\$ -	
Dinner	\$ 26.00	*	X		\$ -	
Incidental	\$ 5.00	*	X		\$ -	
<b>Total</b>	<b>\$ 59.00</b>					<b>Total M &amp; IE: \$ 429.00</b>

SAMPLE - TB MAY ADJUST MAXIMUM DAILY ALLOWANCES/MEALS

\*INDICATES MAXIMUM DAILY ALLOWANCE PER MEAL - ONLY ACTUAL COSTS WILL BE REIMBURSED.

#### Mileage: Reimbursed at IRS annual set rate.

Total mileage:	30	X	\$0.655		Total Mileage:	\$ 19.65
Tolls:	40		Jan-23			\$ 40.00

**TOTAL COST : \$ 1,255.65**

Account #: <u>A1355.4</u>
Account Starting Balance: \$
Account Ending Balance: \$

**Failure to properly fill out this form and submit a timely request may delay Board action and could negatively impact approval. Receipts must be submitted for reimbursement of expenses.**

\*required conference/hotel meal package

**TOWN OF MOREAU**  
**PURCHASE REQUEST & QUOTE SUMMARY**

**Department:** RECREATION

**Date:** 8/23/2023

**Description of Purchase Request:** Shirts for flag football

**Vendor's Name and Address:**

ARCA INK

**Price:** \$ \$. Declined job

**Vendor's Name and Address:**

Northwind Graphics

**Price:** \$ 1,120.00

**Vendor's Name and Address:**

NE Promo

**Price:** \$ . can't handle order.

**[Please list all vendors contacted for a quote, even if they didn't submit a quote.]**

**Account number purchase will be paid from:** A7310.4

**Balance in account and date:**

\$11,708.88

as of 07/31/2023

**Was this item/service included in the current year budget?**

YES

NO

**If yes, amount Budgeted for the current year:** [Click here to enter text.](#)

**Department Head's Recommendation:** \_\_\_ Northwind Graphics-We have used in the past and only local company that can handle the order and in the time frame given. \_\_\_\_\_

**Board Approval Received:** \_\_\_ Yes \_\_\_ No

**Date Approval Received:** \_\_\_\_\_

**Vendor Authorized:** \_\_\_\_\_

**Amount Approved:** \_\_\_\_\_ **Total:** \$ \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** is made in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2023 between **The Town of Moreau**, a municipal corporation with its office at 351 Reynolds Road, Moreau, County of Saratoga, and State of New York (hereinafter “the Town”) and **South Glens Falls Pop Warner**, with a mailing address of P.O. Box 165, Glens Falls, County of Warren, and State of New York (hereinafter “SGF Pop Warner”).

### WITNESSETH:

**WHEREAS**, the Town owns, operates and maintains fields located at the Harry J. Betar Recreation Park (hereinafter “Rec Park”), which are available for use by the general public; and

**WHEREAS**, **SGF Pop Warner** is requesting permission from the Town to provide a practice facility and fields for games at the Rec Park to students in the South Glens Falls Central School district from Kindergarten through 6<sup>th</sup>; and

**WHEREAS**, the parties hereto desire to enter into this Agreement, the term of which is August 15, 2023 through November 1, 2023, for the purpose of memorializing the terms, conditions, and requirements upon which **SGF Pop Warner** will be permitted to use the fields;

**NOW, THEREFORE**, the parties hereto agree as follows:

#### 1. **USE OF FIELDS, SCHEDULES, AND REQUIRED PAYMENTS:**

- a. The Town shall purchase and supply the paint for all **SGF Pop Warner** games played at the fields and provide goals, as determined by the **SGF Pop Warner** and the Recreation Leader or his designee.
- b. No later than September 1, 2023, **SGF Pop Warner** shall submit a final league schedule and field layout for review and approval by the Recreation Leader or his designee. The season will begin on August 15, 2023 through November 1, 2023. On Monday-Friday from 5:00 pm - 7:30 pm and on Saturdays from 8:00 am - 12:00 pm, **SGF Pop Warner** will have the use of fields assigned by the Recreation Leader or his designee, which may include Combo Field 2 and the Bowl.
- c. No later than August 1, 2023, **SGF Pop Warner** shall provide the Town Clerk’s Office with a roster of all registered participants and shall pay the Town five-hundred dollars (\$500.00) or ten dollars (\$10) per registered participant, whichever is greater, with the exception of students receiving scholarships for the program, based on Free/Reduced Lunch status with the South Glens Falls Central School District.



- d. In the event that the Town must close the Recreation Park or is prohibited from allowing **SGF Pop Warner** to use the fields due to COVID restrictions, a prorated refund will be granted to **SGF Pop Warner** based on their actual amount of field use at the time of closure.
- e. On a monthly basis, **SGF Pop Warner** shall submit copies of all financial records to the Town related to **SGF Pop Warner**'s use of the fields.
- f. Provided that **SGF Pop Warner** submits its proposed schedule for approval to the Recreation Leader or his designee no later than August 1, 2022, the Town agrees that the fields designated for the approved schedule will not be rented for use to any other program. Notwithstanding the foregoing, the Town may rent the fields to another program or otherwise use the fields at any time when the fields are not in use by **SGF Pop Warner** pursuant to the approved schedule and layout.
- g. The determination to close the fields or to rest fields for maintenance and other like purposes shall be at the discretion of the Recreation Director or his designee. There are periods of time that play on the fields will need to be temporarily suspended due to fertilization or maintenance. Notice of the determination to close fields will be given to Mike Ouderkirk by the Recreation Director or his designee one week prior to the closing of the field and/or fields. Safe use of the fields is always a top priority. The integrity of the established schedule will be a secondary consideration when making these determinations.
- h. The determination of rain outs or unplayable fields will be at the discretion of the Recreation Leader or his designee and **SGF Pop Warner**. The decision to stop play due to inclement weather after start of any game will be the responsibility of **SGF Pop Warner**. Notwithstanding the foregoing, the Recreation Leader or his designee reserve the right to postpone or cancel games at his/her discretion based upon weather or field conditions.
- i. Non weather-related changes to the **SGF Pop Warner** league schedule requires twenty-four (24) hours' notice to the Recreation Leader or his designee. Notice is to be provided within normal Park operating hours of 8:00 am to 8:00 pm. All schedule changes are subject to the approval of the Recreation Director or his designee.
- j. **SGF Pop Warner** shall not sublease any fields or facilities within the Rec Park.

- k. **SGF Pop Warner** and any visiting opponents shall follow any/all COVID-related rules or guidelines imposed by the Town and the New York State DOH.

2. **DCJS SEX OFFENDER REGISTRY SEARCH:** **SGF Pop Warner** will complete a Sex Offender Registry Search of all its coaches and volunteers and provide a copy of the results to the Town, no later than August 1, 2023. The results shall include the first name, last name and date of birth of each coach and volunteer. In the event of a name being listed on the Sex Offender Registry, that person(s) will be precluded from participating as a coach or volunteer with the program.

3. **SGF POP WARNER ADVERTISEMENT:** **SGF Pop Warner** may place banners uniformly along the permanent roadway fences by the Gansevoort Road entrance and the road to the Quad fields. Signs can be placed no sooner than April 1, 2023, and shall be taken down by the **SGF Pop Warner** no later than July 31, 2023. **SGF Pop Warner** shall be solely responsible for the maintenance, condition and storage of all signs. All signs shall be no larger than 3'x 8' and placement of signs are subject to the prior approval of the Recreation Leader or his designee

4. **MAINTENANCE:** **SGF Pop Warner** and Town shall be responsible for the following maintenance and cleanup:

- a. **SGF Pop Warner** shall clear the fields and sidelines of garbage and forgotten items after each game.
- b. The Rec Department will paint field lines and repair nets as needed.

5. **ACCIDENTS/INJURIES:** All accidents, and all injuries to persons or damage to property shall be immediately reported by **SGF Pop Warner** to the Recreation Director or his designee. **SGF Pop Warner** shall provide the Recreation Director or his designee with a written summary of the events and circumstances involved no later than twenty-four (24) hours after the incident.

6. **INDEPENDENT STATUS:** During the existence of this Agreement, **SGF Pop Warner** shall remain an individual, independent entity, retaining its separate identity and shall in no way be considered a division, department or agent of the Town.

7. **TERM OF AGREEMENT:** The term of this Agreement shall be from August 15, 2023, through November 1, 2023. This Agreement may be extended upon the mutual written consent of the parties hereto.

8. **TERMINATION:** The Town may terminate this Agreement for convenience upon thirty (30) days written notice.

9. **Insurance and Indemnification.** At the time of execution of this Agreement, **SGF Pop Warner** shall purchase and maintain in full force and effect, during the period covered by this Agreement, a policy or policies of liability insurance protecting **SGF Pop Warner** with limits of at least \$2,000,000 for bodily injury and property damage combined single limit. The liability insurance policies shall specifically name the Town of Moreau as an additional insured on a primary and non-contributory basis. A certificate of such coverage from an insurance company authorized to do business in New York State and naming the Town as an additional insured shall be provided at the time of execution of this Agreement.

**SGF Pop Warner** shall be responsible for all damage to life and property due to the activities of **SGF Pop Warner** of the fields and buildings used during season as authorized under this Agreement. Further, it is expressly agreed that **SGF Pop Warner** shall indemnify and save harmless the Town, its officers, employees, agents and assigns for any claims, actions or damages including the Town's reasonable attorney's fees arising out of **SGF Pop Warner** use of fields and as authorized herein and whether caused by negligence, errors, omissions, willful conduct or otherwise. The Recreation Director or his designee, along with a representative from **SGF Pop Warner**, will do a walkthrough of all facilities being used by the group, before the season begins and after the season ends to determine any issues.

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.

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.

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 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.

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

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

15. **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.

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Town of Moreau**  
Theodore T. Kusnierz, Town Supervisor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**SGF Pop Warner**  
Mike Ouderkirk

## AGREEMENT

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2023, between the TOWN OF MOREAU, a municipal corporation with its offices at 351 Reynolds Road, Town of Moreau, County of Saratoga (hereinafter “the Town”) and The LA Group Landscape Architecture and Engineering, P.C., 40 Long Alley, Saratoga Springs, New York 12866 (hereinafter “LA Group”).

WHEREAS, the Town is looking to retain a qualified firm to perform zoning administration services to the Town; and

WHEREAS, the LA Group has provided the zoning administration services since 2016; and

WHEREAS, the Town desires to continue in this relationship and enter into a new agreement with the LA Group for zoning administration services;

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1. SERVICES TO BE PERFORMED BY THE LA GROUP.

The LA Group agrees to provide the zoning administration services in accordance with its written proposal which is attached hereto and incorporated herein as Schedule “A”.

### ARTICLE 2. COMPENSATION.

(a) In consideration of furnishing the services described in Schedule “A” by the LA Group, the Town shall pay the LA Group an annual amount of at a minimum \$45,100, and a maximum not to exceed \$54,120 as set forth in Schedule “A” The LA Group shall have an individual in the Town Hall at least ten (10) hours and up to twelve (12) hours per week to review applications, meeting with prospective applications or addressing questions to the public. This also includes attendance at Zoning Board of Appeals and Planning Board meetings. Time spent in excess of twelve (12) hours per week will not be incurred unless specifically authorized by the Supervisor, and will be billed at the hourly rate as listed in Schedule “A.”

(b) Other than the work identified above in subsection (a), any additional work shall be done only if requested by the Supervisor, the Zoning Board of Appeals, the Planning Board or the Town Board, and shall be in writing. Prior to commencing such services, the LA Group shall furnish to the said public officer/board requesting such services an estimate of the number of

hours of time the LA Group will need to perform the requested services and obtaining the approval of said public officer/board to proceed with the performance of such services.

(c) Applications for payment shall be made upon voucher with sufficient supporting documentation and detail. All applications for payment shall be received and processed by the Town within thirty (30) days of receipt.

### ARTICLE 3. TERM

This term of this agreement runs from August 1, 2023, through May 10, 2024.

### ARTICLE 4. INDEPENDENT STATUS.

During the existence of this Agreement, the LA Group shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a department, official or employee of the Town. The LA Group will not hold out as nor claim to be an officer or employee of the Town by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

### ARTICLE 5. INDEMNIFICATION AND HOLD HARMLESS.

The LA Group agrees that it shall indemnify and save harmless the Town from and against all liability, loss, or damage from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it, including reasonable attorneys fees by reason of any act or conduct including negligence, omission, tortious act, willful misconduct or otherwise of the LA Group, its agents, employees, suppliers or sub-contractors in the performance of its services under this Agreement.

### ARTICLE 6. COMPLIANCE AND REQUIRED PROVISIONS OF LAW.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion. In particular, the Agreement shall, among other things, fully comply with all applicable labor and employment laws and other laws applicable to the work, including but not limited to, worker protection, employment laws, labor standards and wage and hour laws.

### ARTICLE 7. CANCELLATION.

Notwithstanding any provision to the contrary, the Town may terminate this Agreement for convenience upon five (5) days written notice to the LA Group.

### ARTICLE 8. NOTICES.

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town: Theodore T. Kusnierz, Jr., Supervisor  
Town of Moreau Town Hall  
351 Reynolds Road  
Moreau, New York 12828

To LA Group: James M. Martin, AICP  
The LA Group Landscape Architecture & Engineering, P.C.  
40 Long Alley  
Saratoga Springs, New York 12866

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 it 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. NON-ASSIGNABILITY.

This Agreement may not be assigned without the written consent of the Town of Moreau.

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

ARTICLE 14. HEADINGS.

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

ARTICLE 15. COUNTERPARTS.



This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Theodore T. Kusnierz, Jr., Supervisor

THE LA GROUP LANDSCAPE  
ARCHITECTURE &  
ENGINEERING, P.C.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James M. Martin

Title: Project Manager