

TOWN OF MOREAU
Regular Town Board Meeting
November 14, 2023

AGENDA

**6:45 p.m. - Public Hearing for Local Law 3 of 2023 -
Senior Citizen Real Property Tax Exemption**
7:00 p.m. - Regular Town Board Meeting

1. Roll Call / Pledge of Allegiance
2. Approval of Minutes
 - September 12, 2023 - Regular Town Board Meeting
 - September 26, 2023 - Regular Town Board Meeting
3. Local Law 3 of 2023 - Senior Citizen Real Property Tax Exemption
4. Adopt 2024 Budget
5. Highway Department
6. Transfer Station
7. Waste Hauling Services
8. Water & Sewer Department
9. Recreation Department
10. Building Department
11. Dog Control Officer
12. Supervisor Items
13. Executive Session
14. Other Business
15. Privilege of the Floor
16. Motion to Adjourn

A Regular meeting of the Town Board of the Town of Moreau was held on September 12, 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

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

Also present: Brenda Hutter, Town Clerk; Ellen Buttles, Deputy Town Clerk; Lisa Sperry, Confidential Secretary to the Supervisor; Alex Porter, Reporter for the Post Star; Malcolm O’Hara, Attorney for the Town; Members of the Public: William & Ruth Robeson, Mary & Preston Jenkins, Jorge Padron, Jesse Fish, Brigid Martin, Elizabeth & Zayn Kaetzel, Carl Hourihan, Maureen Dennis, Bruce Lant, Carly Mankouski

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:

- August 8, 2023 - Regular Town Board Meeting
- August 29, 2023 – Audit Meeting

Resolution #2023-261

A motion was made by Councilmember VanTassel, seconded by Councilmember Stewart, and carried, to approve the minutes as prepared for the August 8, 2023 - Regular Town Board Meeting.

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

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

Resolution #2023-262

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to approve the minutes as prepared for the August 29, 2023 – Audit Meeting.

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

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

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HIGHWAY DEPARTMENT

Resolution #2023-263

A motion was made by Councilmember VanTassel, seconded by Councilmember Stewart, and carried, to transfer \$17,000.00 from DB5142.490 (road salt) to DB5110.457 (trees). There is an annual budget of \$225,000.00 in DB5142.490 (road salt), and currently has \$177,311.39 available. There is an annual budget of \$8,000.00 in DB5110.457 (trees), and currently has \$0.00 available.

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

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

Supervisor Kusnierz stated that on 10/25/2022 the Town had signed a tree contract with Richard Sears Tree Experts for a period of one year. The Town Highway Superintendent put in a request to spend \$17,000.00 from DB5110.457.

Resolution #2023-264

A motion was made by Councilmember VanTassel, seconded by Councilmember Stewart, and carried, authorizing the Highway Superintendent to use Richard Sears Tree Experts at a cost of \$17,000.00 to be paid from DB5110.457.

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

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

Resolution #2023-265

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to transfer \$9,000.00 from DB5142.491 (road sand) to DB5110.493 (road materials). There is an annual budget of \$9,000.00 in DB5142.491 (road sand) and currently has \$9,000.00 available. There is an annual budget of \$14,000.00 in DB5110.493 (road materials), and currently has \$72.88 available.

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

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

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Resolution #2023-266

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, authorizing the Highway Superintendent to use Peckham Road Corp, Saratoga County Contract 22-PWCSGS-50R, at a cost of \$9,000.00 to be paid from DB5110.493.

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

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

Supervisor Kusnierz stated that this is to cover the expenses for the unexpected work that is being done on Birch Rd.

ASSESSOR

Resolution #2023-267

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to reappoint Timothy Long to the Board of Assessment Review for the term of 10/1/2023 - 09/30/2028.

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

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

WATER & SEWER DEPARTMENT

Supervisor Kusnierz stated that due to various interpretations of the current Water Rate Schedule the Water Superintendent recommends that the Town Board adopt a new Water Rate Schedule. The new schedule would include the word "EDU" (Equivalent Dwelling Units), after first metered use charge.

Resolution #2023-268

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to adopt the new Water Rate Fee Schedule as provided by the Water Superintendent (See Attached)

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

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

Supervisor Kusnierz stated that the Town does not have a separate Sewer Rate Schedule and that the Water Superintendent recommends that the Town adopt one.

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Resolution #2023-269

A motion was made by Councilmember VanTassel, seconded by Councilmember Stewart, and carried, to adopt a separate Sewer Rate Fee Schedule as provided by the Water Superintendent (See Attached)

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

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

Supervisor Kusnierz stated that the Water Department has replaced over 110 defective water meters and commended the Water Superintendent for taking on the task of having the manufacturer of the defective meters send replacement ones.

EMPLOYEE HANDBOOK

Supervisor Kusnierz stated that the Town Board has been working on the adoption of a new Employee Handbook. Councilmember VanTassel asked to discuss a few sections that are in the draft version of the Employee Handbook that Jeffrey Cruz, Principal Account Clerk for the Town, suggested changing. The sections in the draft version of the new Employee Handbook that Councilmember VanTassel recommends changing are Section 104, Section 309, Section 406, Section 602, and Section 803.

Resolution #2023-270

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to refer the recommended changes to Public Sector HR Consultants LLC, and have them do a final draft of the new Town of Moreau Employee Handbook.

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

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

SUPERVISOR ITEMS

Supervisor Kusnierz stated that the Recreation Director has two employees that have expressed interest in doing an internship at the Recreation Department as a part of the BOCES Program that they are currently a part of. Kusnierz added that the Rec Director is gathering more details for the Town Board to look over.

Supervisor Kusnierz stated that he has received the Mortgage Tax receipts for the month of August. They were \$34,361.50, which is approximately a 52% decrease from what the Town received last year.

Supervisor Kusnierz stated that work on the Moreau Big Bend Trail is underway, adding that Wolf Construction has mobilized equipment and has provided a schedule with an anticipated completion date of December 1st, weather permitting.

Supervisor Kusnierz announced that the Friends of the Saratoga County Animal Shelter will be sponsoring a picnic for Animal Shelter Supporters on September 21, 2023, at 6:00 pm. The picnic will be held at the Saratoga National Golf Course.

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EXECUTIVE SESSION

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

OTHER BUSINESS

Councilmember VanTassel questioned if there had been any dates set yet for the Town's Health Insurance provider to meet with the Board to discuss any changes that may potentially happen. Supervisor Kusnierz stated that the special labor council has reached out to the representative of the Union, as the numbers still have to be agreed upon. Kusnierz added that as soon as he hears back, further discussion will be made.

Councilmember Stewart stated that the Soccer Program is successfully underway, adding that Field One has been temporarily shut down due to having a shallow sinkhole / large divot in the field. Stewart stated that it is in the process of getting fixed.

PRIVILEGE OF THE FLOOR

Elizabeth Kaetzel, 5 Birch Drive, was the first to speak. Kaetzel expressed her dissatisfaction with several different Town Departments and their employees. She specifically mentioned the Supervisor's Office for not returning phone calls, the Town Clerk for not posting September's Calander on the website, the Highway Superintendent for not given her any clear answers regarding the repairs being done on Birch Drive and Speakman Street, and the unprofessionalism that she felt the Highway Department employees had exhibited while working in her neighborhood.

Supervisor Kusnierz gave a brief update on the repairs that have been made to Birch Drive and Speakman Street, in response to the concerns and questions that Ms. Kaetzel and several of her neighbors had.

Maureen Dennis, representative of Schermerhorn Properties, was next to speak. Dennis expressed her concerns with the definition according to Town Law regarding water meter usage and the way the Town is charging customers, as well as the responses she has been given to her FOIL Requests.

Supervisor Kusnierz's response was that she could file an appeal regarding the FOIL request information that she had been given.

A motion was made by Councilmember VanTassel, seconded by Councilmember Stewart, and carried, to close the meeting for the evening at 7:35 p.m.

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

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

Meeting adjourned,

Respectively submitted,
Brenda Hutter
Town Clerk

A Regular meeting of the Town Board of the Town of Moreau was held on September 26, 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.

Town Board Members Present

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

Also present: Brenda Hutter, Town Clerk; Lisa Sperry, Confidential Secretary to the Supervisor; Chris Abrams, Highway Superintendent; Jeremy Brogan, Recreation Director; Alex Portal, Reporter, Post Star Newspaper; Town Residents: Steven Hutter, Bruce Lant, Brigid Martin, Elizabeth Bennett, and Carly Mankouski.

SEQRA LEAD AGENCY REQUEST

Resolution #2023-276

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to authorize the Town of Moreau Planning Board to act as Lead Agency in the Environmental Assessment of the US Light Energy Planned Unit Development District Project.

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

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

Resolution #2023-277

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to authorize the Town of Moreau Planning Board to act as Lead Agency in the Environmental Assessment of the Cerrone Builders Planned Unit Development District at Jacobie Park Side Farm-Moreau Rec. Road Project.

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

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

WATER & SEWER DEPARTMENT

Supervisor Kusnierz summarized a letter that the Town had received from the Commissioner of the Department of Agriculture and Markets. Kusnierz stated that Department of Agriculture and Markets has issued a determination in relation to the final most intent for proposed advance of public funds to fund Sewer District 1, Ext. 5, which is routed through the Saratoga County Agricultural District Number One. Kusnierz read aloud a specific portion of the letter in which the Commissioner stated, "that based on all relevant information before me, I have determined that the proposed action would not have an unreasonably adverse effect on the continuing viability of farm enterprises within the District or State

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environmental plans, policies and objectives". Kusnierz stated that this particular statement is very beneficial for the public to be aware of.

Supervisor Kusnierz stated that the Town Board has received a recommendation from the Town's Engineer, LaBerge Group, as well as from Mike Mooney, Water Superintendent, regarding a change order number 1 for the Moreau Industrial Park Pump Replacement Project. Kusnierz stated that the nature of the change order would be to relocate the existing electrical service panel and communications dialer to the opposite wall to make room for the new oversize pump control cabinet that is being delivered by the pump supplier. Equipment relocation is needed due to the new cabinet being approximately 2 feet wider than the existing pump control cabinet that it replaces. Supervisor Kusnierz stated that the proposed change order would come at an additional cost of \$24,935.17. Councilmember Stewart asked if this change order / additional cost is only due to the spec of new pump that is going in. Kusnierz stated that the additional cost is due to not being able to use the current panel due to the size being unexpectedly larger than what was anticipated. Kusnierz added that the total project cost will still be below the original budgeted amount.

Resolution #2023-278

A motion was made by Councilmember VanTassel, seconded by Councilmember Noonan, and carried, to authorize the Town Supervisor to sign Change Order Number One for Wastewater Pump Replacement.

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

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

RECREATION DEPARTMENT

Supervisor Kusnierz stated that at a previous board meeting Jeremy Brogan, Recreation Director, had put in a request to allow two part time employees that currently work in the Rec Department to participate in an internship as a part of a BOCES Program outside of their regular scheduled work hours. Kusnierz stated that the Town currently has an agreement with BOCES, and that Counsel advised that the Town get proof of being additionally insured prior to allowing the two students to start the internship. Councilmember Stewart asked the Rec Director if internships under this program were paid or unpaid. The Rec Director responded that typically they are unpaid.

Resolution #2023-279

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to approve the Town of Moreau to have two students participate in an unpaid internship once the Town receives proof from BOCES as being additionally insured.

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

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

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CHAMPLAIN HUDSON POWER EXPRESS

Supervisor Kusnierz stated that the Town received correspondence from Champlain Power Hudson Express (“CHPE”). Kusnierz gave a brief summary of what CHPE plans on doing. Kusnierz explained that they intend to construct and operate a buried 1,250-megawatt High Voltage Direct Current electric transmission facility and that they are seeking Right of Way’s under certain Town roads in order to do this. CHPE had originally offered the Town a payment of \$20,000. Kusnierz stated that he suggested to representatives of this company that they pay a little more, adding that the extra revenue could be used by doing some upgrades to the Town boat launch , near the new Trail by Nolan Rd by putting in removable docks so that the Town could open up that area of the Town to boater traffic coming in. CHPE is willing to pay the Town \$25,000 for these Right of Ways. Councilmember VanTassel stated that he fully supports any extra revenue to help finance any upgrades that need to be done by the Trail project. Councilmember Stewart stated that it shows good faith by working with CHPE and that the extra money will be put to good use.

The Supervisor read the following Resolution aloud:

RESOLUTION CHAMPLAIN HUDSON POWER EXPRESS AGREEMENT

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances (“Project”) pursuant to the Certificate of Environmental Capability and Public Need granted to Champlain Hudson Power Express (“CHPE”) by the New York State Public Service Commission (“PSC”) on April 20, 2013 (as amended from time to time, the “Certificate”), the Project’s Environmental Management and Construction Plan (as amended from time to time, “EM&CP”) to be approved by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, “Project Activities”); and

WHEREAS, on May 12, 2020, the Town Board of the Town of Moreau (the “Board”) pursuant to a Resolution, granted its consent, pursuant to Section 11 of the New York State Transportation Corporations Law, to CHPE’s proposed routing of the Project over certain municipal property (the “Resolution”); and

WHEREAS, in order to accomplish Project Activities within the Town, CHPE needs to install and operate buried Project cables in, across, and under certain Town roads known as Clark Road, Mott Road, and Mill Site Road; and

WHEREAS, the Town seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the Town for any damage to the Affected Roadways and any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the Affected Roadways and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, CHPE has agreed to pay the Town of Moreau the amount of Twenty-Five Thousand and NO/100 Dollars (\$25,000.00) as consideration for the rights granted by the Town;

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NOW, THEREFORE,

BE IT RESOLVED, that the Town hereby grants CHPE the right to lay down, construct and maintain wires, conductors, conduits and other fixtures in and under the Affected Roadway in the Town in accordance with the provisions of an Agreement for the life of the CHPE project; and be it further

RESOLVED, that the attorney for the Town is authorized to review and revise an Agreement with CHPE setting forth the rights and responsibilities of the parties; and be it further

RESOLVED, that the Supervisor and attorney for the Town are hereby authorized to prepare and execute any and all documents necessary to effectuate the purposes set forth in the Resolution.

Resolution #2023-280

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to approve the foregoing resolution as read into the record by the Town Supervisor.

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

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

DOG CONTROL

Supervisor Kusnierz stated that the Board will need an executive session to go over this agenda item.

SUPERVISOR ITEMS

Supervisor Kusnierz briefly discussed the possibility of the Town receiving a donation of 48 acres. Saratoga Plan would like to use it for recreational use and that it's landlocked parcel that is contiguous to Town lands that we already own along the river, some refer to as "Potters Park". Kusnierz stated that this would add to the land holdings that the Town has acquired over the years and that he was hoping to have the necessary paperwork available for tonight's Board meeting, however Council for representatives of the Lake George Land Trust Room (donator) is still in the process of working out details with the Town's attorney.

A request came in late this afternoon from Matt Dreimiller, Town of Moreau Building Inspector, to attend the 18th Annual North Country Stormwater Tradeshow & Conference on October 19, 2023, from 8:30 am – 4:30 pm at the Great Escape Lodge in Queensbury. The fee will be covered by Saratoga County.

Resolution #2023-281

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to approve Matt Dreimiller, Building Inspector, to attend the North Country Stormwater Tradeshow & Conference on October 19, 2023, from 8:30 am – 4:30 pm at the Great Escape Lodge in Queensbury NY at no cost to the Town.

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

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

Supervisor Kusnierz read aloud a letter that was received from Meredith Mathias, Planning Board Member resigning from her position with an effective date of December 31, 2023. Supervisor Kusnierz thanked her for her hard work and dedication while in the position of Planning Board member. Councilmember Noonan also thanked her for her service, adding that her leaving will be a loss to our community.

Resolution #2023-282

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to accept the resignation of Meredith Mathias as a Planning Board member effective December 31, 2023.

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

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

Supervisor Kusnierz stated that on September 15th, the Town had received a check from the State Comptroller's Office for State Aid to municipalities in the amount of \$45,230.

Supervisor Kusnierz gave a brief update on a building that the Saratoga County Board of Supervisors has been working on. It will be built at the Saratoga County Fairgrounds and will have a Veteran's Hall of Fame and will be utilized as a place for public events.

EXECUTIVE SESSION

A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, and carried, to adjourn for an executive session at 7:32 p.m. to discuss an unnamed individual who is currently under contract with the Town work history and performance and to discuss a change to the CSEA Contract for health insurance purposes.

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

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

The Board returned from executive session at 8:00 p.m., with the Supervisor noting that no action was taken during this session.

OTHER BUSINESS

The 2024 Budget Workshops were scheduled for Thursday, October 5, 2023, at 5:00 pm, and October 11, 2023, at 6:00 pm.

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Councilmember Stewart stated that the Town of Halfmoon donated all the posts and fencing to the Town's Recreation Department for the field that the Town has been redoing.

PRIVILEGE OF THE FLOOR

No member of the public wished to be heard.

A motion was made by Councilmember Noonan, seconded by Councilmember Stewart, and carried, to close the meeting for the evening at 8:05 p.m.

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

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

Meeting adjourned,

Respectively submitted,

Brenda Hutter
Town Clerk

**TOWN OF MOREAU
NOTICE OF PUBLIC HEARING
TO CONSIDER ADOPTION OF LOCAL LAW**

NOTICE IS HEREBY GIVEN pursuant to Section 20 of the Municipal Home Rule Law of the State of New York that a public hearing will be held by the Town Board of the Town of Moreau on November 14, 2023, at 6:45 p.m. at the Town Municipal Complex, located at 351 Reynolds Road, Moreau, New York for the purpose of considering the adoption of Local Law No. 3 of 2023. If adopted, Local Law No. 3 of 2023 would amend Chapter 130, Section 130-2(B) to adjust the sliding scale for senior citizen real property tax exemptions. Written comments on Local Law No. 3 of 2023 can be submitted to the Town Clerk up and through the time of the public hearing. A copy of proposed Local Law No. 3 of 2023 can be obtained at the Moreau Town Municipal Complex and on the Town's website.

Brenda Hutter
Town Clerk

Published: November 9, 2023

Local Law 3 of 2023

**AMENDING CHAPTER 130, SECTION 130-2(B)
OF THE CODE OF THE TOWN OF MOREAU**

Be It Enacted that Chapter 130, Section 130-2(B) of the Code of the Town of Moreau is amended as follows:

B. The income of the owner or the combined income of the owners must not exceed the amount identified in the tables below ~~\$24,000 immediately preceding the date of making application for exemption~~ for the income tax year two years preceding the assessment roll in which the exemption is to be levied except that, pursuant to the provisions of § 467 of the Real Property Tax Law, a percentage of exemption, based upon the following schedules, shall be allowed:

<u>Annual Income (for use in 2024 assessment roll)</u>	<u>Percentage of Assessed Valuation Exempt from Taxation</u>
Up to but not more than and including \$24,000 <u>\$26,000</u>	50%
\$24,000 <u>\$26,001</u> but less than \$25,000 <u>\$27,000</u>	45%
\$25,000 <u>\$27,001</u> but less than \$26,000 <u>\$28,000</u>	40%
\$26,000 <u>\$28,001</u> but less than \$27,000 <u>\$29,000</u>	35%
\$27,000 <u>\$29,001</u> but less than \$27,900 <u>\$30,000</u>	30%
\$27,900 <u>\$30,001</u> but less than \$28,800 <u>\$30,800</u>	25%
\$28,800 <u>\$30,801</u> but less than \$29,700 <u>\$31,700</u>	20%
\$29,700 <u>\$31,701</u> but less than \$30,600 <u>\$32,600</u>	15%
\$30,600 <u>\$32,601</u> but less than \$31,500 <u>\$33,500</u>	10%
\$31,500 <u>\$33,501</u> but less than \$32,400 <u>\$34,400</u>	5%

<u>Annual Income (for use in 2025 and subsequent assessment rolls)</u>	<u>Percentage of Assessed Valuation Exempt from Taxation</u>
<u>Up to but not more than and including \$29,000</u>	<u>50%</u>
<u>\$29,001 but less than \$30,000</u>	<u>45%</u>
<u>\$30,000 but less than \$31,000</u>	<u>40%</u>
<u>\$31,000 but less than \$32,000</u>	<u>35%</u>
<u>\$32,000 but less than \$33,000</u>	<u>30%</u>
<u>\$33,000 but less than \$33,800</u>	<u>25%</u>
<u>\$33,800 but less than \$34,700</u>	<u>20%</u>
<u>\$34,700 but less than \$35,600</u>	<u>15%</u>
<u>\$35,600 but less than \$36,500</u>	<u>10%</u>
<u>\$36,500 but less than \$37,400</u>	<u>5%</u>

**TOWN BOARD RESOLUTION
TOWN OF MOREAU**

Resolution No. _____

Date: 11/14/2023

Motion By: _____

Seconded by: _____

WHEREAS, the American Rescue Plan Act was signed into law and included \$774 million from the federal Coronavirus Local Fiscal Recovery Fund for certain cities, towns, and villages in New York State; and

WHEREAS, the Town of Moreau received \$606,408.44 from the Office of the New York State Comptroller in the fiscal year ended December 31, 2021, and \$606,408.42 in the fiscal year ended December 31, 2022, with a current remaining balance of \$1,048,104.10; and

WHEREAS, in accordance with Generally Accepted Accounting Principles, the Town of Moreau has recorded funds received through the American Rescue Plan Act as a liability until eligible expenditures are recognized; and

WHEREAS, the Town of Moreau has contracted for the construction of the County Forcemain Connection, which will install sanitary sewer infrastructure to promote the Town's economic development and groundwater protection goals; and

WHEREAS, the Town of Moreau's construction cost of the County Forcemain Connection – Contract 2 will be approximately \$3.5 million after grant awards are considered; and

WHEREAS, by obligating American Rescue Plan Act funds to County Forcemain Connection – Contract 2 costs, financing costs can be avoided, which will reduce user costs; and

Therefore, be it RESOLVED, that the Town of Moreau hereby obligates the remaining American Rescue Plan Act balance of \$1,048,104.10 to County Forcemain Connection – Contract 2 construction costs; and

Be it FURTHER RESOLVED, that the Town of Moreau recognize \$1,048,104.10 of the monies received through the American Rescue Plan Act as revenues in the fiscal year ended December 31, 2023; and

Roll call results as follows:

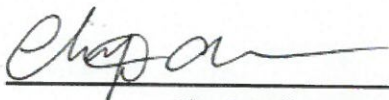
Councilmember Donohue _____
Councilmember Noonan _____
Councilmember Stewart _____
Councilmember VanTassel _____
Supervisor Kusnierz _____

**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: Wingmen/Flagger Pay Increase
DATE: November 9, 2023

This memo is to request authorization from the Town Board to increase the pay rate for Wingmen and Flaggers from \$18 per hour to \$19 per hour. This increase in hourly pay will make us more competitive with neighboring municipalities and allow us to be adequately staffed for the upcoming winter season.



**Chris Abrams
Highway Superintendent**

**ADVERTISEMENT FOR BIDS
ROLLOFF CONTAINER, HAULING AND DISPOSAL SERVICES
TOWN TRANSFER STATION
TOWN OF MOREAU, SARATOGA COUNTY, STATE OF NEW YORK**

Sealed proposals for Rolloff Container Service/Solid Waste Disposal as described in Procurement and Contract Documents for the Town of Moreau, New York, will be received by the Town Clerk in her office until _____ local time on _____, 2023 at 351 Reynolds Road, Moreau, NY, at which time all sealed proposals received will be publicly opened and read aloud.

The project consists of Rolloff Container Service to and from the Town Transfer Station on Butler Road, and disposal of municipal solid waste placed in the rolloff containers provided by the successful bidder. The service shall be provided to the transfer station during normal operating hours. The current hours of operation are as follows:

Monday - Tuesday 7:30 a.m. to 3:45 p.m.
Thursday - Saturday 7:30 a.m. to 3:45 p.m.
Closed Sundays & Wednesdays

The Town reserves the right to change the hours of operation of the transfer station at any time and services would still be required per the new operating schedule.

The contract period shall be twelve (12) months, to run from January 1, 2024 through December 31, 2024, or, in the alternative, twenty-four (24) months, to run from January 1, 2024 through December 31, 2025.

Existing equipment and operations may be viewed at the Town of Moreau Transfer Station on Butler Road, off Route 9.

Copies of procurement documents may be obtained at the office of the Town Clerk, 351 Reynolds Road, Moreau, New York 12828. If mailing of documents is requested, a check payable to the Town of Moreau in the amount of \$10.00 per set must be included to cover handling and postage fees.

Each bid must be accompanied by a certified check or bid bond payable to the Town of Moreau in the amount of \$500.00.

If upon acceptance of the bid, a bidder fails to enter into a contract with the Town of Moreau, the bid security shall be forfeited and become property of the Town.

No bidder may withdraw their bid within forty-five (45) days after the date of bid opening.

The Town of Moreau reserves the right to waive any informalities, to reject any or all bids, and to award any part, component or sub-component of the bid as specified in the Town's bid proposal forms.

Dated: _____, 2023

Brenda Hutter
Town Clerk
Town of Moreau

PROCUREMENT DOCUMENTS
FOR
ROLLOFF CONTAINER, HAULING AND DISPOSAL SERVICES
TOWN OF MOREAU, NEW YORK

November 2023

Town of Moreau
Town Board

THEODORE KUSNIERZ
Moreau Town Supervisor
351 Reynolds Road
Moreau, NY 12828
(518) 792-1030

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INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town (on the basis of the Town's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisements or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract and related documents.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Town Clerk. Refunds for deposits, if any, are stated in the Advertisement.

2.2. Complete sets of Bidding Documents must be used in preparing Bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. The Town, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening upon Town's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Proposal. Each Bid must contain evidence of Bidder's qualification to do business in the jurisdiction where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below)

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, including in the New York State Department of Labor website at www.labor.state.ny.gov to determine the applicable prevailing wage requirements, if any;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related documents or data; and

4.1.5. To promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, that Bidder has given the Town written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Town is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Interpretations and Addenda.

5.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Town Supervisor. Interpretations or clarifications considered necessary by the Town Supervisor in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town Clerk as having received the Bidding Documents. Questions received after _____ on _____, 2023 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

5.3. Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on his Bid or the Bidding Documents, and may subject his Bid to disqualification by the Town.

6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to the Town in an amount of \$500.00 in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements herein.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Town may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who the Town believes to have a reasonable chance of receiving the award may be retained by the Town up to the fourth (4th) day after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

8. Liquidated Damages and Engineering Charges.

Provisions for liquidated damages, if any, and engineering charges for delay in completion, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor is acceptable to the Town, application for such acceptance will not be considered by the Town until after the Effective Date of the Agreement.

10. Bid Forms and Certifications.

10.1. The Bid forms, certifications, etc. are included with the Bidding Documents; unbound copies of the Bid Form shall be submitted by the Bidder.

10.2. All blanks on the Bid Form must be completed in ink or by typewriter.

10.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7. The address and telephone number for communications regarding the Bid must be shown.

11. Submission of Bids.

11.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be filed with the office of the Moreau Town Clerk no later than _____ on _____, 2023. Bids received after that time may not be accepted.

11.2. Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained

by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other required documents, which shall also be provided in electronic format.

12. Modification and Withdrawal of Bids.

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within three days after Bids are opened, or prior to award, whichever is shorter, any Bidder files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. Opening of Bids.

13.1. Bids will be opened and unless obviously non-responsive read aloud publicly at the place where Bids are to be submitted. Bids will be opened on _____, 2023 at _____ at the Moreau Town Hall.

14. Bids to Remain Subject to Acceptance.

14.1. All Bids will remain subject to acceptance for forty-five (45) days after the day of Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract.

15.1. The Town reserves the right to reject any and all Bids, alternate Bids, or any part or component thereof, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bid and to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. The Town also reserves the right to waive all informalities not involving price; time or changes in the Work and award a contract to the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Bids containing incomplete or no price information for any Bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

15.2. In evaluating Bids, the Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. In evaluating bids, the Town will compare the bids with the number of containers hauled and the tonnage hauled for calendar year 2022. The number of containers hauled for calendar year 2022 was approximately 186. The total tonnage disposed of during calendar year 2022 was approximately 875.

15.3. The Town may consider the qualifications and experience of Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as

provided in the Instructions to Bidders and Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Town's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it will be awarded to the Bidder who submits the lowest Bid Price, and whose evaluation by the Town indicates to the Town that the award will be in the best interests of the Project.

15.6. If the contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within a reasonable time after the day of the Bid opening.

16. Contract Term and Termination.

16.1. The term of the contract shall be for twelve (12) months from the date of commencement of services expected to be January 1, 2024 through December 31, 2024, or as specified in the advertisement for bid and the said proposal forms, twenty-four (24) months from the date of commencement of services expected to be January 1, 2024 through December 31, 2025.

16.2. The Town may terminate the Contract for convenience upon thirty (30) days written notice to the successful bidder.

17. Contract Security.

17.1. When the Successful Bidder delivers the executed Agreement to the Town, it must be accompanied by the required performance and payment Bonds.

17.2. When the Successful Bidder delivers the executed Agreement to the Town, the required Certificates of Insurance shall be submitted at that time naming the Town of Moreau as additional insured.

18. Signing of Agreement.

18.1. When the Town gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Town with the required Bonds. Within a reasonable time thereafter, the Town shall deliver one fully signed counterpart to Contractor.

BID PROPOSAL

PROJECT IDENTIFICATION:

Rolloff Container and
Hauling Services
Town of Moreau, New York

CONTRACT IDENTIFICATION AND NUMBER: Rollover Container, Hauling & Disposal

THIS BID IS SUBMITTED TO:

BIDDER'S NAME AND ADDRESS:

Town of Moreau
Town Hall
351 Reynolds Road
Moreau, NY 12828
Telephone: 518-792-1030

Telephone: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with TOWN in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of TOWN'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

(b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, Work, site, locality, and all other conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bidding Documents.

(d) BIDDER has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Town is acceptable to BIDDER.

(e) Any other representation required by Laws and Regulations.

4. BIDDER will complete each part or component of the proposed Service/Work, as set forth in the schedule of Bid Items which follows.

I. BID PROPOSAL

SCHEDULE OF BID ITEMS

Bid Item No. 1	Bid Item Description	Unit Price
1	Furnish one (1) forty-two (42) cubic yard receiving container , all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders.* Service must be provided within two (2) hours of service request. The contract period for this Bid will be for a term of twelve (12) months from commencement of service.	
l(a)	Transportation cost per Pull (\$ per Pull)	\$ _____
l(b)	Disposal cost per Ton (\$ per Ton)	\$ _____

CONTRACT NO. 1 TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 1)

ALTERNATE BID

Bid Item No. 1	Bid Item Description	Unit Price
1	Furnish one (1) forty-two (42) cubic yard receiving container , all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders.* Service must be provided within two (2) hours of service request. The contract period for this Bid will be for a term of twenty-four (24) months from commencement of service.	
l(a)	Transportation cost per Pull (\$ per Pull)	\$ _____
l(b)	Disposal cost per Ton (\$ per Ton)	\$ _____

CONTRACT NO. 1A TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 1)

* The Town reserves the right to modify these hours and days during the term of the contract. The Town further reserves the right to discontinue use of the container during the term of this contract.

SCHEDULE OF BID ITEMS

Bid Item No. 2	Bid Item Description	Unit Price
2	Furnish one (1) twenty (20) cubic yard open top container for overflow of municipal solid waste, all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders.* Service must be provided within two (2) hours of service request. This container shall not exceed fifty-six (56) inches in height to facilitate easy loading by the residents. The contract period for this Bid will be for a term of twelve (12) months from commencement of service.	
2(a)	Transportation cost per Pull	(\$ per Pull) \$ _____
2(b)	Disposal cost per Ton	(\$ per Ton) \$ _____

CONTRACT NO. 1 TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 2)

ALTERNATE BID

Bid Item No. 2	Bid Item Description	Unit Price
2	Furnish one (1) twenty (20) cubic yard open top container for overflow of municipal solid waste, all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders.* Service must be provided within two (2) hours of service request. This container shall not exceed fifty-six (56) inches in height to facilitate easy loading by the residents. The contract period for this Bid will be for a term of twenty-four (24) months from commencement of service.	
2(a)	Transportation cost per Pull	(\$ per Pull) \$ _____
2(b)	Disposal cost per Ton	(\$ per Ton) \$ _____

CONTRACT NO. 1A TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 2)

* The Town reserves the right to modify these hours and days during the term of the contract. The Town further reserves the right to discontinue use of the container during the term of this contract.

SCHEDULE OF BID ITEMS

Bid Item No.	Bid Item Description	Unit Price
3	Furnish one (1) twenty (20) cubic yard open top container for backup for municipal solid waste, all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders.* Service must be provided within two (2) hours of service request provided Bidder can supply sufficient spare containers on site at the transfer station. This container shall not exceed fifty-six (56) inches in height to facilitate easy loading by the residents. The contract period for this Bid will be for a term of twelve (12) months from commencement of service.	
3(a)	Transportation cost per Pull	(\$ per Pull) \$ _____
3(b)	Disposal cost per Ton	(\$ per Ton) \$ _____

CONTRACT NO. 1 TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 3)

ALTERNATE BID

Bid Item No.	Bid Item Description	Unit Price
3	Furnish one (1) twenty (20) cubic yard open top container for backup for municipal solid waste, all transportation and disposal costs associated with this container and replacement of this container with an empty container at time of pull on an on-call basis, five (5) days a week (Monday, Tuesday, Thursday, Friday, Saturday) during transfer station operating hours as outlined in the Advertisement to Bidders. Service must be provided within two (2) hours of service request provided Bidder can supply sufficient spare containers on site at the transfer station. This container shall not exceed fifty-six (56) inches in height to facilitate easy loading by the residents. The contract period for this Bid will be for a term of twenty-four (24) months from commencement of service.	
3(a)	Transportation cost per Pull	(\$ per Pull) \$ _____
3(b)	Disposal cost per Ton	(\$ per Ton) \$ _____

CONTRACT NO. 1A TOTAL BASE BID UNIT PRICE \$ _____
 (Bid Item No. 3)

* The Town reserves the right to modify these hours and days during the term of the contract. The Town further reserves the right to discontinue use of the container during the term of the contract.

BID PROPOSAL

5. BIDDER agrees that the Service/Work will continue **for twelve (12) or twenty-four (24) months** after commencement of service, unless terminated as provided in the proposed Contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of Bid Bond or certified check.
- (b) Required BIDDER'S Qualification Statement with supporting data.
- (c) Non-collusive bidding certification with supporting data.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The following address: _____

SUBMITTED ON: _____, 2023

BID PROPOSAL

BIDDER'S QUALIFICATION STATEMENT

To induce the making of this Contract, the Bidder represents to the Town the following, as evidence of Bidder's Qualifications to perform the work herein specified:

1. How many years has your organization been in business under the name in which you propose to execute this Contract?

_____ Years

2. What projects of character similar to that proposed has your present organization completed? Give the information indicated by the following tabulations:

Name and Address of Town for Whom Work was Done	Description of Work	Approximate Amount of Contract	Approximate Date Work Was Done
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

4. Do you have, or can you procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the work contemplated in this Contract? _____

BID PROPOSAL

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the Bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in a case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Section 103-d of the General Municipal Law, as amended by Chapter 675 L 1966, in addition to requiring the above certification, provides as follows:

(b) A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed pending publication of new or revised prices lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (2).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated: _____, 2023

Signed: _____ Name

_____ Title

_____ Company

_____ Address

II. BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
_____ having an office at
_____ (hereinafter called the "Principal") and the
_____ a corporation created and existing under the laws of the
State of _____ having its principal office at _____
(hereinafter call the "Surety") are held and firmly bound unto the (hereinafter call the
"Town" or "Town") in the full and just sum of Dollars (\$) _____ good and lawful money
of the United States of America, for the payment of which said sum of money, well and truly to
be made and done, the Principal binds himself (its, themselves), his (its, their) heirs,
executors, administrators, successors and assigns and the Surety binds itself, its successors,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Town a proposal for

which proposal is incorporated herein by reference and made a part hereof as fully and to the
same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that if the Town shall accept the
proposal of the Principal and if the principal shall enter into a contract with the Town in
accordance with the terms of such proposal and give such bond or bonds as may be specified in
the bidding or contract documents, then this obligation shall be null and void, otherwise to
remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the
Town may accept the proposal of the Principal and said Surety does hereby waive notice of any
such extension.

IN WITNESS WHEREOF, the Principal has hereunto set his (its, their) hand and seal and the
Surety has caused this instrument to be signed by its

and its corporate seal to be hereunto affixed this _____ day of _____, 2023.

(If Corporation,
affix corporate seal)

Principal

By _____

(If Corporation,
affix corporate seal)

Surety

By _____

BID PROPOSAL

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year _____ 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

BID PROPOSAL

STATEMENT OF SURETY'S INTENT
(To be completed if Bid Security is to be
Certified or Bank Cashier's Check)

To: _____
(Owner)

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

_____ (Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted, and the Contract awarded to the Contractor, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Surety's Authorized Signature (s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid.)

AGREEMENT

AGREEMENT BETWEEN TOWN AND SUPPLIER

THIS AGREEMENT made the _____ day of _____, _____ by and between the Town of Moreau, a Municipal Corporation, 351 Reynolds Road, Moreau, New York 12828 (hereinafter called TOWN or OWNER) and _____ (hereinafter called SUPPLIER)

OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. ROLLOFF CONTAINER SERVICE/MUNICIPAL SOLID WASTE DISPOSAL.

A. TYPE OF SERVICE: SUPPLIER shall furnish all equipment and provide services as specified in the Bid Proposal Document and Schedule of Bid Items as accepted by the Town and incorporated by reference into this contract. The work is generally described as follows: Rolloff Container Service to and from the Town Transfer Station on Butler Road and/or disposal of municipal solid waste placed in the rolloff containers.

B. FREQUENCY OF SERVICE: Service shall be provided to the transfer station on an on-call basis during normal operating hours. The SUPPLIER must respond to the initial call for service within two (2) hours of the request for same. SUPPLIER shall provide all necessary additional containers for onsite use at the transfer station. The hours of operation of the transfer station are as follows:

Monday, Tuesday, Thursday, Friday & Saturday 7:30 a.m. to 3:45 p.m.
Closed Wednesday & Sunday
Closed most major holidays

The Town reserves the right to change these hours and days of operation at any time during the term of this agreement.

C. INSURANCE: The SUPPLIER shall maintain the following as minimum insurance coverages:

(a) Workers Compensation, Disability Benefits and Unemployment Compensation in at least the minimum amounts as may be required by Federal, State or Local Law or Rules;

(b) Comprehensive Commercial General Liability Insurance including Contractual. The Supplier shall procure and maintain insurance in the following amounts:

- 1) \$1,000,000 each occurrence bodily injury and property damage
- 2) \$2,000,000 general aggregate

(c) Umbrella Liability:

- 1) \$1,000,000 over Primary coverage

(d) Business Auto Liability:

- 1) \$1,000,000 bodily injury and property damage combined limit
- 2) Include Hired and Non-Owned auto liability

The Town of Moreau must be added as additional insured on a Primary and Non-Contributory Basis.

(e) Certificates of Insurance acceptable to the Town shall be filed with the Town prior to commencement of the work. All insurance companies shall be licensed to do business in the State of New York.

D. INDEMNITY: The Supplier shall hold harmless, indemnify, and defend the Town from any and all liability claims, losses, or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Town.

E. PERFORMANCE BOND: The SUPPLIER shall submit to the Town a Performance Bond of Two Hundred Fifty Thousand Dollars (\$250,000) simultaneously with submission of the contract herein.

F. TERM: This contract shall be for a term of twelve (12) months from commencement of service January 1, 2024 through December 31, 2024 OR a term of twenty-four (24) months from commencement of service January 1, 2024 through December 31, 2025.

G. OPERATIONAL RULES/BILLING PRACTICES: The Town shall have the authority to adopt rules and regulations relative to the operation, control and management of the transfer station, and the same shall be applicable to the SUPPLIER as if the same were incorporated within the terms and conditions of this agreement.

The Town also shall have the authority to adopt billing practices and methods of issuing permits as the Town deems necessary and appropriate to implement and govern the operation of the transfer station.

H. DEFAULT: A default or non-compliance with the provisions of this agreement by the SUPPLIER or any sub-contractor thereof shall be cause for immediate termination of this agreement, and the Town shall be entitled to any and all remedies available to it at law or in equity.

I. ENVIRONMENTAL COMPLIANCE: The SUPPLIER shall comply with all applicable Federal, State, and Local laws, rules regulations, and orders pertaining to the hauling, disposal or discharge of solid waste including applicable Federal, State or Local Environmental Protection Laws.

J. HOLD HARMLESS/INDEMNIFICATION: The SUPPLIER shall hold harmless and indemnify the Town, and its officers, agents, and employees against all actions, claims, demands, liabilities, penalties and/or damages including those relating to pollution which may in any manner be asserted against, imposed upon or incurred by the Town, its officers, agents or employees based upon or arising out of any act or omission on the part of the SUPPLIER, its officials, employees, agents, servants and/or assigns. The SUPPLIER shall, regardless of intent or knowledge, bear all expenses, liabilities, and damages in connection therewith including, but not limited to, clean-up costs, removal costs, engineering costs, testing costs, legal costs, continuing monitoring or maintenance costs, and any costs arising as a result of any such action, claim, or demand including any fines or penalties imposed by any state or federal agency. The SUPPLIER shall defend the indemnified party in connection with any such action, claim or demand against the indemnified party based upon or relating to the acts or omissions of the SUPPLIER, its officers, directors, agents, servants, and/or assigns, and shall reimburse the indemnified party for any defense costs incurred by the indemnified party as a result of any such claim, action or demand, even if based in part on the alleged acts or omission of the indemnified party.

K. LITIGATION VENUE: Any litigation arising under or by virtue of this agreement shall be brought in Supreme Court, County of Saratoga, and State of New York.

ARTICLE 2. CONTRACT TIME.

The SUPPLIER further agrees to furnish the equipment required under this contract and commence work no later than three calendar days from the effective date specified in the Notice to Proceed.

ARTICLE 3. PAYMENT.

The Town agrees to pay and the SUPPLIER agrees to accept as full compensation for the Rolloff Container Service/Solid Waste Disposal specified under this Contract the amount calculated in the manner stated in the Bid Proposal.

The total contract price, as bid by the SUPPLIER shall be full compensation for supplying equipment and labor for hauling and disposal of solid waste. Payment shall be made on the unit price basis.

SUPPLIER shall be responsible for submitting a monthly payment voucher and supporting documents to the Town prior to approval for payment. Such supporting documentation shall include weight slips from the disposal facility or other qualified provider of certified scales, together with such other or related information and documentation as the Town may reasonably require. Should the Town weigh solid waste on certified scales at the Town of Moreau transfer station and there is a disparity in the weight between the Town and the SUPPLIER, the Town's weight will control and prevail. The Town reserves the right to review SUPPLIER'S books and records pursuant to Town Law §119 or as the Town may otherwise determine to be necessary in the event of a question or disparity in the documentation submitted.

ARTICLE 4. ALTERATIONS AND OMISSIONS.

The said work shall be performed in accordance with the true intent and meaning of the Bid Proposal and Procurement Documents without any further expense of any nature whatsoever to the Town other than the consideration named in this agreement.

The Town reserves the right, at any time during the progress of the work, to alter or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions in accordance with the SUPPLIER'S unit prices stated in the Bid Proposal or as determined by authorized change order, without constituting grounds for any claim by the SUPPLIER for allowance for damages or for loss of anticipated profits.

ARTICLE 5. INTERPRETATION OF DOCUMENTS; CLAIMS AND DISPUTES.

In case of any ambiguity or conflicting requirement in the Procurement Documents (excluding bonding and insurance requirements), the matter shall be brought to the attention of the Town Supervisor and the Town Attorney. Town Attorney may issue such written clarifications or interpretations of the Procurement Documents as may be necessary, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Documents.

Claims by or disputes between either party to this agreement relating to acceptability of the work or the interpretation of the requirements of the Procurement Documents pertaining to the execution and progress of the work shall be referred initially to the Town Supervisor and Town Attorney in writing with a request for a formal decision which the Town Attorney render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the Supervisor and Town Attorney and the other party to this agreement within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Town Attorney and the other party within forty-five (45) days of such occurrence unless the Town Attorney allows any additional period of time to ascertain more accurate data.

ARTICLE 6. COMPLIANCE.

The SUPPLIER shall comply with all applicable labor and employment laws and other laws applicable to the services hereunder, including, but not limited to, applicable worker protection, employment laws, labor standards and wage and hour laws. SUPPLIER acknowledges that the Project is a prevailing wage project. Therefore, SUPPLIER shall pay all employees the applicable prevailing wage and submit the necessary reports to the Town of Moreau. The applicable prevailing wages can be obtained by accessing the New York State Department of Labor website at www.labor.ny.gov.

ARTICLE 7. REMEDIES OF THE TOWN.

If the SUPPLIER shall fail to comply with any of the terms, conditions, provisions, or stipulations of this agreement according to the true intent and meaning thereof, then the Town (1) may make use of any or all remedies provided in the Procurement Documents and shall have the right and power to proceed in accordance with the provisions thereof, or (2) may otherwise proceed at law or in equity to protect the Town's interest.

ARTICLE 8. ASSIGNMENT/BINDING INTENT.

This agreement may not be assigned by the SUPPLIER without written consent of the Town.

This agreement shall bind the successors and assigns of the parties hereto.

ARTICLE 9. TERMINATION.

The Town may, at its option, terminate this contract for convenience upon thirty (30) days written notice to the SUPPLIER.

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 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 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. 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, the parties to this agreement have hereunto set their hands and seals and have executed this agreement in triplicate.

TOWN OF MOREAU, NEW YORK

SUPPLIER

BY _____
Town Supervisor

BY _____
Title: _____

Town of Moreau
351 Reynolds Road
Moreau, NY 12828

Address for giving notices:

(Seal)

(Seal)

(ACKNOWLEDGMENT OF SUPPLIER, IF A CORPORATION)

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ____ day of _____ in the year ____ 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

EXHIBIT A
NOTICE OF AWARD
NOTICE TO PROCEED

NOTICE OF AWARD

Date: _____
To: _____
Address: _____
Contract for: Rolloff Container Service and/or Solid Waste Disposal

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for Rolloff Container Service and/or Solid Waste Disposal for the period or term inclusive January 1, 2024 through December 31, _____.

Your Bid is as follows:

- 1. One (1) forty-two (42) cubic yard receiving container.
 - a. Transportation \$ _____
 - b. Disposal \$ _____

- 2. One (1) twenty (20) cubic yard open top container for overflow.
 - a. Transportation \$ _____
 - b. Disposal \$ _____

- 3. One (1) twenty (20) cubic yard open top container for backup.
 - a. Transportation \$ _____
 - b. Disposal \$ _____

You must comply with the following conditions within ten days:

- 1. You must deliver to the Town three fully executed counterparts of the Agreement.
- 2. You must deliver with the executed Agreements, the required Certificates of Insurance, which are to be attached to the executed Agreement. Insurance requirements are specified in Article I(C) of the Agreement.

Failure to comply with these conditions within the time specified will entitle Town to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Town will return to you one signed counterpart of the Agreement and such other attachments as may be required from the Town.

TOWN OF MOREAU

BY: _____
Theodore T. Kusnierz, Jr., Supervisor

cc: Town Attorney

NOTICE TO PROCEED

TO:

DATE :

ADDRESS:

PROJECT: **Rolloff Container Service/Municipal Solid Waste Disposal**

TERM: _____ **through** _____

You are notified that the Contract Terms under the above contract commence on _____, **2024** and shall continue through **December 31, 20__**, as per the Contract Documents provided during the bidding process.

BY: _____
Owner

Theodore T. Kusnierz

Title

ACCEPTED BY: _____
Contractor

(Authorized Signature)

Title

Date

Copy to Town Attorney (Use Certified Mail, Return Receipt Requested)

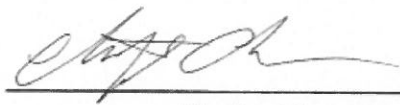
**TOWN OF MOREAU
Transfer Station
1543 Route 9
FORT EDWARD, NY 12828
Chris Abrams: Highway Superintendent**

TOWN BOARD MEMO

TO: Board Members
FROM: Chris Abrams
SUBJECT: Recycle Bin Repair
DATE: November 8, 2023

This memo is to request authorization from the Town Board to spend up to \$900 in order to rebuild the front of one of the recycling bins at the Transfer Station.

If you have any questions or would like to see the recycling bin that is in need of repair, please contact me at the Garage.



Chris Abrams
Highway Superintendent

TOWN OF MOREAU
COMPTROLLER

TOWN OF MOREAU
PURCHASE REQUEST & QUOTE SUMMARY

Department: WATER

Date: 10/24/2023

Description of Purchase Request:

NEW 6" METER FOR SISSON RESERVE

Vendor's Name and Address:

FERGUSON WATERWORKS

Price: \$ 5,224.25

6040 DROTT DRIVE

E SYRACUSE, NY 13057

Vendor's Name and Address:

Price: \$ [Click here to enter](#)

text.

Vendor's Name and Address:

Price: \$

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

Account number purchase will be paid from: CWD8310.4

Balance in account and date: as of \$577,634.62

Was this item/service included in the current year budget? YES NO

If yes, amount Budgeted for the current year: \$

Department Head's Recommendation: _METER IS BROKEN AT SISSON RESERVE AND CAN NOT BE REPAIRED ENTIRE METER MUST BE REPLACED AND IS OUT OF WARRANTY

Board Approval Received: ___ Yes ___ No

Date Approval Received: _____

Vendor Authorized: _____

Amount Approved: _____ **Total:** \$ _____



FERGUSON WATERWORKS #2744
 6040 DROTT DRIVE
 E SYRACUSE, NY 13057-2943

Phone: 315-741-3087
 Fax: 315-437-0560

Deliver To: From: Thomas Erickson Comments:

11:09:30 OCT 19 2023

FERGUSON WATERWORKS #576
 Price Quotation
 Phone: 315-741-3087
 Fax: 315-437-0560

Bid No: B493408
 Bid Date: 10/18/23
 Quoted By: TE

Cust Phone: 518-792-5541
 Terms: NET 10TH PROX

Customer: TOWN OF MOREAU NY
 //MASTER METER//
 WATER DEPARTMENT
 351 REYNOLDS ROAD
 MOREAU, NY 12828

Ship To: TOWN OF MOREAU NY
 //MASTER METER//
 WATER DEPARTMENT
 351 REYNOLDS ROAD
 MOREAU, NY 12828

Cust PO#:

Job Name: 6 INCH OCTAVE

Item	Description	Quantity	Net Price	UM	Total
MO305M1D09	6X18 FF SS OCTAVE MTR L/ MDL *X	1	4781.600	EA	4781.60
M96501054	ENCODER MDL W/ 25 FT NICOR ATTACH	1	174.560	EA	174.56
M19902450	3G XTR ENCODER INPUT 2 FT NICOR	1	158.630	EA	158.63
FNWNBGS41RF8U	6 304 SS 150# RR FF 1/8 FLG SET MATERIAL IS IN STOCK.	2	54.730	EA	109.46

Net Total: \$5224.25
 Tax: \$0.00
 Freight: \$0.00
 Total: \$5224.25

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2043&on=48300>

TOWN OF MOREAU
PURCHASE REQUEST & QUOTE SUMMARY

Department: WATER

Date: 10/24/2023

Description of Purchase Request:

NEW CHLORINE PUMPS FOR MAC SISSON AND NOLAN TO INCLUDE SPARE PUMP AND PARTS

Vendor's Name and Address:

MJR CONSTRUCTION SERVICES
8 HORTON LANE
CAMBRIDGE, NY 12819

Price: \$ 19,545.58

Vendor's Name and Address:

CAMDEN VALLEY MECHANICAL
874 CAMDEN VALLEY RD
SHUSHAN, NY 12873

Price: \$ 21,900.00

Vendor's Name and Address:

RAINBOW SPRINKLER
18 FONDA RD. COHOES, NY 12047

Price: \$ 23,460.00

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

Account number purchase will be paid from: CWD8310.2

Balance in account and date: as of \$9,200

Was this item/service included in the current year budget? YES NO

If yes, amount Budgeted for the current year: \$9200.00

Department Head's Recommendation: _MJR CONSTRUCTION SERVICES QUOTES WERE HIGHER THAN
ORIGINALLY ESTIMATED AND WE NEED A COMPATIBLE SPARE PUMP PER DOH
REQUIREMENTS_____

Board Approval Received: ____ Yes ____ No

Date Approval Received: _____

Vendor Authorized: _____

Amount Approved: _____ **Total: \$** _____

MJR Construction Services

8 Horton Lane
Cambridge, N.Y. 12819
Federal ID # 68-055763
Cell: 518-339-7713
Email: mjrcs03@gmail.com

September 18, 2023

Town of Moreau
Attn: Mike Mooney
351 Reynolds Road
Moreau NY 12828

Re: Chemical pump replacement

Dear Sir,

We are pleased for the opportunity to quote on the following scope of work:

Furnish and install a new Grundfos chemical pump, 40 gal. storage tank, , back pressure valve, PRV valves, and associated wiring and piping @ Mac Road tank, Nolan Road tank, and Sisson Road tank. Install new nozzle assembly at Sisson site.

Spare parts: One Grundfos chemical pump.
One Grundfos chemical pump rebuild kit
Two Griffco PRV and backpressure rebuild kits.

Exclusions:

Control integration.
Water shutoff for nozzle installation by customer.

Total **\$ 19,545.58**

Nineteen thousand five hundred forty five and .58 dollars

Thank you

Mark Rogers

Camden Valley Mechanical LLC

874 Camden Valley Road
Shushan, N.Y. 12873
Cell# 518-728-7540

September 14, 2023

Town of Moreau
Attn: Mike Mooney
351 Reynolds Road
Moreau NY 12828

Proposal

Re: Chlorination improvements

Dear Sir,

We propose to furnish and install three new chlorine pumps, three storage tanks, three new multifunction valves, associated control wiring and piping to new injectors. This equipment will be installed at the Nolan, Mac and Sisson sites.

This proposal will include a spare chemical pump, multifunction valve, injector and a 100' roll of discharge tubing.

Please note that this proposal does not include sales tax.

Total **\$ 21,900.00**

Twenty one thousand nine hundred dollars.

Thank you

Charles Shissler



September 26, 2023

Town of Moreau
Attn: Mike Mooney
351 Reynolds Road
Moreau NY 12828

Proposal

Re: Chlorine equipment replacement

Dear Sir,

This proposal is to replace the chlorine equipment at the Mac, Sisson and Nolan tank locations. Each site replacement shall include a new chlorine pump, storage tank and multifunction valve. All control wiring and discharge piping are also included.

A spare pump and multifunction valve shall be furnished as spare parts.

Total **\$ 23,460.00**

Twenty-three thousand four hundred sixty dollars.

Please call with any questions.

Thank you,

Dan Buser

74016
Resolution Scheduling Public
Hearing on Consolidation

NOTICE OF PUBLIC HEARING

**TOWN OF MOREAU
TOWN BOARD MEETING
NOVEMBER 14, 2023**

A RESOLUTION AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING, CONSOLIDATING ONE TOWN OF MOREAU SEWER DISTRICT, AND SIX SEWER DISTRICT EXTENSIONS, TO WIT: SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO. 1, EXT. NO. 1 (LEONELLI APARTMENT COMPLEX); SEWER DISTRICT NO. 1, EXT. NO. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BUEBIRD TRACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 5 AND FOUR CONTRACT USERS INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT CONSOLIDATION AGREEMENT.

WHEREAS, there exists within the Town of Moreau one sewer district, six sewer district extensions and four contract users, to wit: Sewer District No. 1 (Moreau Industrial Park); Sewer District No. 1, Ext. No. 1 (Leonelli Apartment Complex); Sewer District No. 1, Ext. No. 2 (Bluebird Village Apartments); Sewer District No. 1, Ext. No. 3 (The Nest); Sewer District No. 1, Ext. No. 3 (Harrison Place Apartments); Sewer District No. 1, Ext. No. 4 (Harrison Quarry/Bluebird Trace Apartments); Sewer District No. 1, Ext. No. 5; and four contract users and,

WHEREAS, the aforesaid sewer district, six sewer district extensions and four contract users have been created for a similar purpose; and,

WHEREAS, the Town Board is desirous of conducting a Public Hearing pursuant to the provisions of Article 17-A of the General Municipal Law for the purpose of hearing all persons upon the question of consolidating Town of Moreau Sewer District No. 1, the six sewer district extensions and four contract users, to wit: Sewer District No. 1 (Moreau Industrial park); Sewer District No. 1, Ext. No. 1 (Leonelli Apartment Complex); Sewer District No. 1, Ext. No. 2 (Bluebird Village Apartments); Sewer District No. 1, Ext. No. 3 (The Nest); Sewer District No. 1, Ext. No. 3 (Harrison Place Apartments); Sewer District No. 1, Ext. No. 4 (Harrison Quarry/Bluebird Trace Apartments); Sewer District No. 1, Ext. No. 5 and four contract users into one consolidated sewer district subject to the completion of proceedings pursuant to Article

17-A of the General Municipal Law of the State of New York and further approving and authorizing the execution of a joint consolidation agreement by the Supervisor of the Town of Moreau; and,

WHEREAS, a map, plan and report prepared by Laberge Group, competent engineers, describing the proposed consolidation has been filed in the Town Clerk's Office; and,

WHEREAS, in the event of consolidation, all expenses for any existing and future debt repayment and capital charges for the aforesaid one sewer district, six sewer district extensions and four contract users for the first year of consolidation shall be determined as follows: ninety (90%) percent of the annual debt service will be collected on the assessed value of all real property within the consolidated sewer district at the rate of \$4.28 per \$1000 of assessed value, while the remaining ten (10%) percent shall be based upon each parcel's acreage within the consolidated sewer district at the rate of \$61.89 per acre for the first year of consolidation distributed annually among all parcels or any additional parcels within the consolidated sewer district; and

WHEREAS, in the event of consolidation expenses for operation and maintenance for the aforesaid one sewer district, six sewer district extensions and four contract users for the first year of consolidation shall be divided into district costs and excess treatment costs only to users with an active connection to the sanitary sewer and based upon the usage and the number of equivalent dwelling units (EDU) of each property; for users that do not exceed an average usage of 100 gallons per day allowance during a given billing period the operation and maintenance cost shall be collected by an EDU charge and for those users exceeding the 100 gallon per day allowance included within the EDU charge an additional treatment shall apply. The total 2024 EDU rate is as follows: nontreatment portion, \$46.42 per EDU; and treatment portion \$149.29 per EDU.

NOW, THEREFORE, IT IS,

ORDERED, that the Town Board of the Town of Moreau shall meet and hold a Public Hearing at the Moreau Town Hall, 351 Reynolds Road, Moreau, New York, at _____ on the 12th day of December, 2023, to consider the consolidation of the one Town of Moreau Sewer District, the six sewer district extensions and four contract users, to wit: Sewer District No. 1 (Moreau Industrial Park); Sewer District No. 1, Ext. No. 1 (Leonelli Apartment Complex); Sewer District No. 1, Ext. No. 2 (Bluebird Village Apartments); Sewer District No. 1, Ext. No. 3 (The Nest); Sewer District No. 1, Ext. No. 3 (Harrison Place Apartments); Sewer District No. 1, Ext. No. 4 (Harrison Quarry/Bluebird Trace Apartments); Sewer District No. 1, Ext. No. 5 and four contract users into a single consolidated sewer district, known as the Town of Moreau Consolidated Sewer District No. 1; to consider the execution and approval of a Joint Consolidation Agreement; and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as shall be required or authorized by law, and it is further,

ORDERED, the Joint Consolidation Agreement proposes to consolidate the one Town of Moreau Sewer District, the six sewer district extensions and four contract users pursuant to the provisions of Article 17-A of the General Municipal Law and that as of January 1, 2024 it is proposed to consolidate the one aforesaid sewer district, six sewer district extensions and four contract users located within the Town of Moreau pursuant to Article 17-A of the General Municipal Law of the State of New York into a single consolidated sewer district, and it is further,

ORDERED, the proposed Joint Consolidation Agreement is on file in the Town of Moreau Town Clerk's Office at 351 Reynolds Road, Moreau, New York. A copy of the proposed Joint Consolidation Agreement and a summary thereof are displayed upon and available for public inspection on the Town of Moreau Town Clerk's Bulletin Board, at the Town Clerk's Office at the Town of Moreau Town Hall, 351 Reynolds Road, Moreau, New York, and on the Town of Moreau website; and it is further,

ORDERED, that a copy of the Summary of the Joint Consolidation Agreement is attached to this resolution as Exhibit A, and that a description of the geographic boundaries of the proposed consolidated sewer district is attached to this resolution as Exhibit B.

The foregoing was moved by Councilperson _____, and
seconded by Councilperson _____.

The adoption of the foregoing order was duly put to a vote, and upon roll call, the vote was as follows:

Roll Call:

AYES

NOES

Theodore T. Kusnierz, Jr.
Alan VanTassel
John Donohue
Kyle Noonan
Mark Stewart

Carried:

Dated: November 14, 2024
Moreau, New York

CERTIFICATION OF TOWN CLERK

I, Brenda Hutter, the undersigned Town Clerk of the Town of Moreau, Saratoga County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 14th day of November, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of November, 2023.

Brenda Hutter, Town Clerk

S E A L:

EXHIBIT A

SUMMARY OF THE JOINT CONSOLIDATION AGREEMENT

The Joint Consolidation Agreement is to be entered into by the Town of Moreau with SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO.1, EXT. NO. 1 (LEONELLI APARTMENT COMPLEX); SEWER DISTRICT NO.1, EXT. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BUEBIRD TRACE APARTMENTS); and SEWER DISTRICT NO. 1, EXT. NO. 5; The Town will as of January 1, 2024, be consolidating this one sewer district, six sewer district extensions and four contract users into one consolidated sewer district. All property of the one sewer district, the six sewer district extensions and four contract users (SBL 51.-2-19.12; SBL 77.1-1-71; SBL 77.1-1-73.2; and SBL 50.-2-100.11) will be transferred to the consolidated sewer district and any liabilities paid from the consolidated sewer district balances. The existing and future bonded indebtedness and any capital improvements of the consolidated sewer district will be paid for based upon the following formula for the first year of consolidation: Ninety percent of the annual debt service will be collected based on the assessed value of all real property within the consolidated sewer district at the rate of \$4.28 per \$1000 of assessed value, while the remaining ten percent will be based on the acreage of each parcel within the consolidated sewer district at the rate of \$61.89 per acre distributed annually among all parcels or any additional parcels contained within the consolidated sewer district. Annual operation and maintenance expenses and excess treatment rates for the consolidated sewer district shall be charged only to users with an active connection to the

sanitary sewer and are based on usage and the number of equivalent dwelling units of each property. For users that do not exceed an average usage of 100 gallons per day allowance during a given billing period the operation and maintenance costs shall be collected by an EDU charge. For those users exceeding the 100 gallon per day allowance included within the EDU charge an additional treatment rate applies. The total 2024 EDU rate is as follows: non-treatment portion - \$46.42 per EDU; treatment portion - \$149.29 per EDU.

A public hearing upon the consolidation will be held by the Town Board at Moreau Town Hall, 351 Reynolds Road, Moreau, New York, not less than 35 days or more than 90 days after October 24, 2023. Notice of the date and time of the public hearing will be posted and published pursuant to Section 754 of the General Municipal Law of the State of New York.

A copy of the Joint Consolidation Agreement, this summary and the map, plan and report describing the consolidation may be reviewed at the Town Clerk's Office, 351 Reynolds Road, Moreau, New York, on the Town Clerk's bulletin board or on the town's website.

Moreau, New York
October 24, 2023

EXHIBIT B

TOWN OF MOREAU
PROPOSED CONSOLIDATED SEWER DISTRICT
BOUNDARY DESCRIPTION

September 29, 2023

Town of Moreau
Saratoga County, New York

The following is intended to describe the bounds of the proposed Consolidated Sewer District in the Town of Moreau, Saratoga County, New York as shown on the map entitled "Town of Moreau, Sewer District Consolidation, Proposed Consolidated Sewer District" prepared by Laberge Group and dated May 17, 2021. The district is comprised of eight noncontiguous areas.

AREA 1

Beginning at a Point located at the intersection of the northerly bounds of New York State Route 9 and the easterly bounds of Tax Map Parcel (Parcel) 63.4-1-76, and continuing northerly along said easterly bounds to a point located with the intersection of the southerly bounds of lands N/F of National Grid;

Thence westerly, along the northerly bounds of the following Parcels: 63.4-1-76, 63.4-1-75, 63.3-1-1, 63.-4-2;

Thence northerly, across the lands of N/F National Grid along the projection of the easterly bounds of Parcel 63.-4-9.111 and continuing along said bounds to the southerly bounds of Butler Road;

Thence westerly along the southerly bounds of Butler Road to its intersection with the easterly bounds of Interstate 87;

Thence, southerly along the easterly bounds of Interstate 87 to the northwest corner of Parcel 63.-4-9-12;

Thence southerly, along the westerly bounds of Parcel 63.-4-9.12 to its intersection with the northerly bounds of Parcel 63.-4-14.2;

Thence westerly, and then southerly, along the northerly and westerly bounds of Parcel 63.-4-14.2 to its point of intersection with the northerly bounds of Parcel 77.1-1-62.1;

Thence westerly, along the northerly bounds of Parcel 77.1-1-62.1 to its intersection with the easterly bounds of Fawn Road;

Thence southerly along the easterly bounds of Fawn Road to the point of intersection with the northerly bounds of Parcel 77.1-1-85;

Thence westerly, across Fawn Road to a point on the westerly bounds of Fawn Road;

Thence southerly along the westerly bounds of Fawn Road to its intersection with the northerly bounds of Parcel 77.1-1-55;

Thence westerly, along the northerly bounds of Parcel 77.1-1-55 to the intersection with the westerly bounds of Parcel 77.1-1-55;

Thence southerly along the westerly bounds of Parcel 77.1-1-55 to its point of intersection with the northerly bounds of Parcel 77.1-1-48;

Thence westerly along the northerly bounds of Parcels 77.1-1-48 and 77.1-1-79 to its point of intersection with the easterly bounds of Parcel 77.1-1-43.1, said point being the northwest corner of Parcel 77.1-1-79;

Thence first westerly and then northerly along the easterly bounds of Parcel 77.1-1-43.1 to its intersection with the southerly bounds of Spier Falls Road;

Thence westerly, along the southerly bounds of Spier Falls Road to its intersection with the easterly bounds of Interstate 87;

Thence southerly, along the easterly bounds of Interstate 87 to its point of intersection with the westerly bounds of Parcel 76.-3-90;

Thence southerly, along the westerly bounds of Parcel 76.-3-90 and 76.-3-20 to the northerly bounds of New York State Route 9;

Thence southerly, across New York State Route 9 to a point on the southerly bounds of New York State Route 9, said point being the north westerly corner of Parcel 76.-3-23;

Thence southerly, along the westerly bounds of Parcel 76.-3-23 to the southwest corner of Parcel 76.-3-23;

Thence easterly along the southerly bounds of Parcel 76.-3-23 to its point of intersection with the westerly bounds of Parcel 76.-3-22;

Thence southerly along the bounds of Parcel 76.-3-22 to the south west corner of Parcel 76.-3-22;

Thence easterly and then northerly along the bounds of Parcel 76.-3-22 to its intersection with the southerly bounds of New York State Route 9;

Thence easterly along New York State Route 9 to its intersection with the easterly bounds of Parcel 76.-3-21-1;

Thence southerly along the easterly bounds of Parcel 76.-3-21-1 to the southwest corner of Parcel 76.-3-21.2;

Thence easterly along the southerly bounds of Parcels 76.-3-21.2 and 77.1-1-39.1 to the southeast corner of Parcel 77.1-1-39.1;

Thence northerly, along the easterly bounds of Parcel 77.1-1-39.1 to the southwest corner of Parcel 77.1-1-35;

Thence easterly along the southerly bounds of Parcel 77.1-1-35 to the south east corner of said Parcel;

Thence northerly along the easterly bounds of Parcel 77.1-1-35 to its intersection with the southerly bounds of New York State Route 9;

Thence easterly, along the southerly bounds of New York State Route 9 to the northwest corner of Parcel 77.1-1-70.2;

Thence first southerly and then easterly along the westerly and southerly bounds of Parcel 77.1-1-70.2 to the point of intersection with the westerly bounds of Fawn Road;

Thence easterly, across Fawn Road to the point of intersection of the easterly bounds of Fawn Road with the southerly bounds of Parcel 77.1-1-71;

Thence easterly along the southern bounds of Parcels 77.1-1-71 and 77.1-1-73.2 to the westerly bounds of Parcel 77.1-1-24;

Thence southerly along the westerly bounds of Parcel 77.1-1-24 to the southern bounds of said Parcel;

Thence easterly, along the southerly bounds of Parcels 77.1-1-24, 77.1-1-22, 77.1-1-21 and 77.1-1-20 to the westerly bounds of Fortsville Road then northerly along the westerly bounds of Fortsville Road to a point directly opposite the intersection of the easterly bounds of Fortsville Road and the southerly bounds of Parcel 77.1-1-6.1;

Thence easterly, across Fortsville to said point of intersection of the easterly bounds of Fortsville Road and the southerly bounds of Parcel 77.1-1-6.1;

Thence along the westerly and then northerly bounds of Parcel 77.1-1-6.1 to its intersection with the westerly bounds of Parcel 77.1-1-3;

Thence northerly and then easterly, then southerly, along the bounds of Parcel 77.1-1-3 to its intersection with the northwest corner of Parcel 77.1-1-2;

Thence southerly, then easterly and northerly along the bounds of Parcel 77.1-1-2 to its intersection with the southern bounds of New York State Route 9;

Thence easterly along the southern bounds of New York State Route 9 to its intersection with the western bounds of Parcel 77.-4-3;

Thence along the easterly and southerly bounds of Parcel 77.4-4-1 to its intersection with the easterly bounds of Parcel 77.-4-34;

Thence southerly along the eastern bounds of Parcel 77.-4-34 to its intersection with the southern bounds of Parcel 77.-4-3;

Thence along the southerly bound of Parcels 77.-4-3, 77.-4-2, 77.-4-36.2 and 77.-4-36.11 to a point;

Thence northerly along the easterly bounds of Parcel 77.-4-36.11 to a point on the southerly bounds of Reynolds Road;

Thence northerly, across Reynolds Road to a point on the northerly bounds of Reynolds Road;

Thence easterly along the northerly bounds of Reynolds road to the south east corner of Parcel 63.3-1-6.1;

Thence northerly, along the easterly bounds of Parcel 63.3-1-6.1 to its intersection with the south west corner of Parcel 63.3-1-3.21;

Thence easterly, along the southern bounds of Parcel 63.3-1-3.21 to the westerly bounds of Parcel 63.3-1-3.12;

Thence southerly, along the westerly bounds of Parcel 63.3-1-3.12 to the south east corner of said Parcel;

Thence easterly along the southerly bounds of Parcels 63.3-1-3.12, 63.3-1-26, 63.3-1-25, 63.3-1-23, 63.3-1-24, 63.3-1-3.111, 63.3-1-3.14, 63.3-1-3.13, and 63.4-1-71 to the south east corner of Parcel 63.4-1-71;

Thence northerly, along the easterly bounds of Parcel 63.4-1-71 to its intersection with the southerly bounds of New York State Route 9;

Thence easterly, along the southerly bounds of New York State Route 9 to its point of intersection with the westerly bounds of Parcel 63.4-1-69.1;

Thence first southerly, then easterly and then northerly around the bounds of Parcel 63.4-1-69.1 to a point on the southerly bounds of New York State Route 9;

Thence from said point, northerly across New York State Route 9 to the Point and Place of Beginning.

Excepting therefrom Parcels 77.1-1-67, 77.1-1-68, 63.3-1-17 and 63.-4-1.11.

AREA 2

Beginning at a Point located at the intersection of the easterly bounds of Bluebird Road and the northerly bounds of Parcel 50.-3-4.1 thence continuing in a clockwise direction around the bounds of said Parcel to the Point and Place of Beginning.

AREA 3

Beginning at a point located at the intersection of the northerly bounds of Bluebird Road and the southerly bounds of Parcel 50.-2-1.11 thence continuing in a clockwise direction around the bounds of said Parcel to the Point and Place of Beginning.

AREA 4

Beginning at a point at the northwestern corner of Parcel 50.-2-19.111 thence continuing in a counter clockwise direction around the bounds of said Parcel to the northwest corner of Parcel 50.-2-19.12;

Thence south easterly along the eastern bounds of Parcel 50.-2-19.112;

Thence south westerly along the southern bounds of Parcel 50.-2-19.112;

Thence north westerly along the western bounds of Parcel 50.-2-19.112 to its intersection with the southern bounds of Bluebird Road;

Thence south westerly along the southern bounds of Bluebird Road to the Point and Place of Beginning.

AREA 5

Beginning at a point at the north western corner of Parcel 50.-4-1.12 thence north easterly along the northern boundaries of Parcels 50.-4-1.12 and 50.-4-2.1 to the north eastern corner of Parcel 50.-4-2.1;

Thence southerly along the western boundaries of Parcels 50.-4-2.1, 50.-4-3, 50.-4-95, 50.-4-5, 50.-4-8, 50.-4-9, and 50.-4-11 to the southeast corner of Parcel 50.-4-11;

Thence westerly along the southern bounds of Parcels 50.-4-11, 50.-4-96.1, and 50.-4-12 to the southeast corner of Parcel 50.-2-32.3;

Thence northerly and westerly along the western bounds of Parcel 50.-4-12 to the south east corner of Parcel 50.-4-94;

Thence northerly along the eastern bounds of Parcels 50.-4-94 and 50.-4-93 to the northeast corner of Parcel 50.-4-31;

Thence crossing Farnan Road to the northwest corner of Parcel 50.-4-34;

Thence following easterly and northerly along the northern boundaries of Parcels 50.-4-34 and 50.-4-95;

Thence northerly western bounds of Parcel 50.-4-1.11 to the Point and Place of Beginning.

AREA 6

Beginning at a point located on the intersection of the southern bounds of Harrison Avenue and the northern bounds of Parcel 37.-1-15.11 thence continuing in a clockwise direction around the bounds of said Parcel to the Point and Place of Beginning.

AREA 7

Beginning at a point located on the southwest corner of Parcel 37.-1-21.1 thence southerly and easterly along the southern boundaries of Parcels 37.-1-21.1, 37.-1-26 to the south east corner of Parcel 37.-1-26;

Thence northerly along the western bounds of Parcel 37.-1-19 to its intersection with the southern bounds of Harrison Avenue;

Thence easterly along the southern bounds of Harrison Avenue to the northeast corner of Parcel 37.-1-19;

Thence southerly along the western bounds of Parcel 37.-1-18 to its intersection with the northern bounds of Parcel 37.19-1-25.2;

Thence southeasterly along the southern boundaries of Parcels 37.-1-18, 37.-1-17 and 37.19-1-6 to the northwest corner of Parcel 37.19-1-7;

Thence easterly along the southern bounds of Parcel 37.19-1-7 to its intersection with Sisson Road,

Thence southerly along the western bounds of Sisson Road to the northeast corner of Parcel 37.19-1-8;

Thence westerly to the northwest corner of Parcel 37.19-1-8;

Thence southerly to the south west corner of Parcel 37.19-1-9;

Thence easterly to the north west corner of Parcel 37.19-1-24.11;

Thence southerly along the western boundaries of Parcels 37.19-1-24.11 and 37.19-1-24.12 to its intersection with the northern bounds of Parcel 37.-1-13;

Thence westerly along the northern bounds of Parcel 37.-1-13 to its intersection with the northern boundary of Parcel 50.-2-100.11;

Thence southeasterly along the southern bounds of Parcel 37.-1-13 to the western bounds of Sisson Road;

Thence westerly to the northwest corner of Parcel 50.-3-9;

Thence southerly along the western boundaries of Parcels 50.-3-9 and Parcel 50.-2-8;

Thence westerly along the southern bounds of Parcel 50.-2-8 to its intersection with the western bounds of Sisson Road;

Thence southerly along the western bounds of Sisson Road to its intersection with the southeastern corner of Parcel 50.-2-100.11;

Thence westerly along the northern bounds of Parcel 50.-2-2.1 to its intersection with the eastern boundary of Parcel 50.-2-1.11;

Thence northerly along the Eastern boundary of Parcel 50.-2-1.11 to its intersection with the southern boundary of Parcel 37.-1-15.12;

Thence easterly along the northern boundary of Parcel 50.-2-100.11 to its intersection with the eastern bounds of Parcel 37.-1-34;

Thence northerly along the eastern boundaries of Parcels 37.-1-34 and 37.-1-15.3 to the Point and Place of Beginning.

AREA 8

Beginning at a point located at the northwest corner of Parcel 37.-1-10.121 thence easterly along the southern bounds of Harrison Avenue to its intersection with the northwestern bounds of Bluebird Road;

Thence south westerly along the northwestern bounds of Bluebird Road to its intersection with the southern bounds of Parcel 37.-1-10.13,

Thence westerly along the southern border of Parcel 37.-1-10.13 crossing Parcel 50.-4-1.31 to the southeast corner of Parcel 37.-1-10.121;

Thence westerly along the southern bounds of Parcel 37.-1-10.121 to its intersection with the eastern bounds of Parcel 37.-1-36.2;

Thence northerly along the eastern bounds of Parcel 37.-1-36.2 to the Point and Place of Beginning

Excepting therefrom Parcel 50.-4-1.31.

**TOWN OF MOREAU
NOTICE OF ADOPTION**

**ADOPTION OF LOCAL LAW 3 OF 2023, AMENDING CHAPTER 130, SECTION 130-2(B)
OF THE CODE OF THE TOWN OF MOREAU**

NOTICE IS HEREBY GIVEN, by the Town Board of the Town of Moreau, that a public hearing was held on November 14, 2023, and in a regular meeting held that same day, the Town Board adopted Local Law No. 3 of 2023 which amends Chapter 130, Section 130-2(B) to adjust the sliding scale for senior citizen real property tax exemptions. A copy of Local Law No. 3 of 2023 can be obtained at the Town Municipal Complex and on the Town's website.

Dated:

Brenda Hutter
Town Clerk

Local Law Filing Instructions

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.
7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

TOWN OF MOREAU

Employee Training & Conference

Reimbursement/Expense Worksheet (01/2023)

To be completed by each employee requesting to attend a conference

Employee Name: MATTHEW DREIMILLER Position: BUILDING INSPECTOR

Name of Conference: NORTHERN ADIRONDACK CODE ENFORCEMENT ASSOC. NACEOA

Hosting Agency: THE CAMBRIA HOTEL

Location: LAKE PLACID, NEW YORK 12946

Total Professional Development Hours To Be Earned: 24 HOURS OF IN-SERVICE CREDITS

EXPENSES

Conference Registration Fee:		\$ 440. ⁰⁰
Hosting organization membership fee (Annual dues):		\$ 30. ⁰⁰
Cost for lodging per night: <u>\$ 140.⁰⁰</u> X <u>3</u>	(TB to est. Max. if not included)	\$ 420. ⁰⁰ -
	(# nights)	
Cost of Coverage while position is unstaffed (if applicable):		N/A

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	3	\$ -
Lunch	\$ 15.00	*	X	3	\$ 45 -
Dinner	\$ 26.00	*	X	3	\$ 78 -
Incidental	\$ 5.00	*	X	-	\$ -

SAMPLE - TB MAY ADJUST MAXIMUM DAILY ALLOWANCES/MEALS

Total	\$ 59.00		Total M & IE:	\$ 123. ⁰⁰
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*INDICATES MAXIMUM DAILY ALLOWANCE PER MEAL - ONLY ACTUAL COSTS WILL BE REIMBURSED.

Mileage: Reimbursed at IRS annual set rate.

Total mileage: <u> </u> X \$0.655		Total Mileage:	\$ -
Tolls: <u> </u> Jan-23			\$ -

TOTAL COST : \$ 1013.⁰⁰ -

Account #: <u>B3620.4</u>	
Account Starting Balance: \$ <u>6,305.28</u>	
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.

Memorandum

Date: November 7, 2023
To: Town Board Members
From: Matt Dreimiller
Subject: NACEOA Educational Conference

I would like to request permission to attend an educational conference that will be held in Lake Placid from Monday, March 4th, 2024 through Thursday March 7th, 2024, in Lake Placid, NY.

The conference is sponsored by Northern Adirondack Code Enforcement Officials Association. By attending the courses offered at this conference I can fulfill my NYSDOS requirements of 24 annually in service credit hours that are mandated by New York State to maintain my Certification for Building Inspector/Code Enforcement Officer.

An estimate of expenses for this conference would be;

Fee for conference	\$ 440.00 per person
Annual Dues 2024	\$30.00 per person
Hotel Cambria Hotel (3 nights \$140.00 per night)	\$ 420.00 per person
Total	\$ 890.00 per person

Plus reasonable and proper expenses for meals.

Matthew Dreimiller

From: register@codesclass.com
Sent: Wednesday, November 1, 2023 5:34 PM
To: Matthew Dreimiller
Subject: 2024 Northern ADK Code Conference Invitation

**29th ANNUAL
NORTHERN ADIRONDACK
CODE ENFORCEMENT OFFICIALS
EDUCATIONAL CONFERENCE
“FIRST PREVENTOR INSTITUTE”
Monday, March 4, 2024-
Thursday, March 7, 2024**

**Members and Friends, I am pleased to announce:
The 2024 conference will be held in the “JUST” completed
CAMBRIA HOTEL.
Lake Placid, New York**

- . Lots of onsite free parking
- . Huge new above grade meeting rooms that have large floor to ceiling windows with lake and mountain views. The most modern Guest rooms in all of Lake Placid. But the absolute best thing!
- . All Conference food will be prepared by the Chief who in the past did all our food when we were at the Crown Plaza Hotel.
I brought back all the instructors you asked for.
We ordered the courses you requested.
Please join us, “get more in 2024”

TO: MATTHEW DREIMILLER
NY Training ID: **CE1000754**
FDID: **46817**

Please note:

This year’s Conference will be at:

The Cambria Hotel

2127 Saranac Ave

Lake Placid NY 12946

Conference Room Rates start Sunday March 3, 2023 at \$140.00 per night.

[CLICK HERE FOR HOTEL RESERVATIONS](#)

Rooms must be reserved by January 31, 2024

This year we are pleased to again have on-line registration for the conference. Please read this entire email before proceeding.

The program will include 24 hours of in-service credits. All courses are new to the north county and will be a quality balance of timely Building and Fire Code issues. Instructors have been handpicked for their ability and willingness to answer any and all questions.

Schedule is still in progress.

Conference includes Breakfast, Morning and Afternoon breaks every day. Monday – Wednesday Lunch.

To register for the conference, you will need your NY Training ID and your FDID numbers. They are listed above for your convenience. The on-line registration will ask you if you wish to have your 2024 membership dues of \$30.00 added to your invoice. Please make sure you review these items during the registration process.

The cost of this year's conference is \$440.00.

Click on registration link below and enter your NY Training ID and your FDID number. Please be sure to include the NY or CE and any zeros in the Training ID field. When you click SUBMIT at the bottom of the page you will be directed to a page to enter your personal information. Please make sure all of this data is correctly entered. Once the data is entered correctly and you have made all required choices please click REGISTER at the bottom of the page.

A pdf file will now open in your browser. Please print out these pages for your records. A copy of this information will also be emailed to you.

James E. Morganson
Host First Preventer Institute

Sign up today for Lake Placid's "First Preventer Institute"!

Thank you for your continued support.

To continue to registration go to

<https://www.codesclass.com/na/>



BID PACKET DOCUMENTS

FOR

ONE (1) 50 X 50 GALVANIZED STEEL BUILDING

TOWN OF MOREAU, NEW YORK

NOVEMBER 2023

Theodore T. Kusnierz, Supervisor
Town of Moreau
351 Reynolds Road
Moreau, NY 12828

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ADVERTISEMENT FOR BIDS

Sealed bids for the Price of one (1) galvanized steel building to be delivered and installed at the Harry J. Betar Town Recreational Park will be received by the TOWN OF MOREAU AT THE MOREAU MUNICIPAL CENTER until 2:00 PM local time on December __, 2023 and then at said office, publicly opened and read aloud.

Bid Packet and Specifications may be requested by telephone to the Town of Moreau at 518-792-1802, e-mail at townclerk@townofmoreau.org or facsimile at 518-792-4615. Should the Town be requested to mail information, there will be a non-refundable charge of \$10.00 for postage and handling.

Proposals must be made upon and in accordance with the form of the proposal included with the bid documents prepared for this solicitation. The formal proposal contains a Notice To Bidders, Instructions to Bidders, an Affidavit of Non-Collusion, Certification of Compliance with the Iran Divestment Act, a Bid Proposal, and Bid Specifications. All statements and requirements of this advertisement, Bid Proposal, Instruction to Bidders, Certification of Compliance with the Iran Divestment Act, and the Affidavit of Non-Collusion shall be deemed a part of the Contract to purchase entered into by the Town with the successful Bidder.

The Owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw their bid within forty-five (45) days after the actual date of the opening thereof.

BY ORDER OF THE MOREAU TOWN BOARD

Date: November __, 2023

Brenda Hutter, Town Clerk

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town (on the basis of the Town's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisements or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract and related documents.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Town Clerk. Refunds for deposits, if any, are stated in the Advertisement.

2.2. Complete sets of Bidding Documents must be used in preparing Bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. The Town, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening upon Town's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Proposal. Each Bid must contain evidence of Bidder's qualification to do business in the jurisdiction where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below)

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, including in the New York State Department of Labor website at www.labor.state.ny.gov to determine the applicable prevailing wage requirements, if any;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related documents or data; and

4.1.5. To promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, that Bidder has given the Town written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Town is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Interpretations and Addenda.

5.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Town Supervisor. Interpretations or clarifications considered necessary by the Town Supervisor in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town Clerk as having received the Bidding Documents. Questions received after _____ on _____, 2023 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

5.3. Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on his Bid or the Bidding Documents, and may subject his Bid to disqualification by the Town.

6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to the Town in an amount of \$500.00 in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements herein.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Town may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who the Town believes to have a reasonable chance of receiving the award may be retained by the Town up to the fourth (4th) day after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

8. Liquidated Damages and Engineering Charges.

Provisions for liquidated damages, if any, and engineering charges for delay in completion, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor is acceptable to the Town, application for such acceptance will not be considered by the Town until after the Effective Date of the Agreement.

10. Bid Forms and Certifications.

10.1. The Bid forms, certifications, etc. are included with the Bidding Documents; unbound copies of the Bid Form shall be submitted by the Bidder.

10.2. All blanks on the Bid Form must be completed in ink or by typewriter.

10.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7. The address and telephone number for communications regarding the Bid must be shown.

11. Submission of Bids.

11.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be filed with the office of the Moreau Town Clerk no later than _____ on _____, 2023. Bids received after that time may not be accepted.

11.2. Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained

by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other required documents, which shall also be provided in electronic format.

12. Modification and Withdrawal of Bids.

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within three days after Bids are opened, or prior to award, whichever is shorter, any Bidder files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. Opening of Bids.

13.1. Bids will be opened and unless obviously non-responsive read aloud publicly at the place where Bids are to be submitted. Bids will be opened on _____, 2023 at _____ at the Moreau Town Hall.

14. Bids to Remain Subject to Acceptance.

14.1. All Bids will remain subject to acceptance for forty-five (45) days after the day of Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract.

15.1. The Town reserves the right to reject any and all Bids, alternate Bids, or any part or component thereof, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bid and to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. The Town also reserves the right to waive all informalities not involving price; time or changes in the Work and award a contract to the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Bids containing incomplete or no price information for any Bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

15.2. In evaluating Bids, the Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3. The Town may consider the qualifications and experience of Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Instructions to Bidders and Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Town's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it will be awarded to the Bidder who submits the lowest Bid Price, and whose evaluation by the Town indicates to the Town that the award will be in the best interests of the Project.

15.6. If the contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within a reasonable time after the day of the Bid opening.

TOWN OF MOREAU RECREATION DEPARTMENT

351 Reynolds Road

Moreau, NY 12828

518-538-0136

Jeremy Brogan, Recreational Director

Seeking bids on Galvanized Steel Building:

The Town of Moreau Recreation Department is seeking bids on one (1) galvanized steel building.

See attached bid specifications.

BID SPECIFICATIONS

	Yes	No	Deviation
Building - 50x50 galvanized steel –12g framework	—	—	—
Braces and anchors – 60PSF/115mph	—	—	—
Leg height – 12 feet	—	—	—
Sides closed - vertical	—	—	—
Ends closed - vertical	—	—	—
Three (3) 10 x 10 roll-up doors on front of building	—	—	—
One (1) 12 x 12 roll-up door on back of building	—	—	—
Two (2) 36 x 80 walk-in doors	—	—	—
Eight (8) 30 x 36 windows	—	—	—
Installation and Delivery	—	—	—
Please explain all deviations below:			

BID:

Price of one (1) 50 x 50 galvanized steel building: \$ _____

BID PROPOSAL

PROJECT IDENTIFICATION: one (1) 50 x 50 galvanized steel building

THIS BID IS SUBMITTED TO: BIDDER'S NAME AND ADDRESS:

Town of Moreau
Municipal Center
351 Reynolds Road
Moreau, NY 12828
Telephone: 518-792-1802

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with TOWN OF MOREAU to provide the building identified herein in accordance with the other terms and conditions of the bidding documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, and all other conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the equipment.
 - (c) BIDDER has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Town is acceptable to BIDDER.
 - (d) Any other representation required by Laws and Regulations.
4. BIDDER will provide the equipment as set forth in Bidding Documents.
5. The following documents are attached to and made a condition of this Bid:
 - (a) Non-collusive bidding certification with supporting data.
 - (b) Iran Divestment Act Certification
6. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below:

The following address: _____

SUBMITTED ON: _____, 2023

AFFIDAVIT OF NON-COLLUSION

I, _____, being duly sworn, do depose and state:

1. That in connection with this procurement,

(A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

(B) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and

(C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned further states:

(A) Affiant is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that Affiant has not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above; or

(B)

- (1) Affiant is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that Affiant has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and

(2) Affiant has not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above.

3. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

Signed

Subscribed and sworn to before me this _____ **day of** _____, **20** _____.

Notary Public

CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b)

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation.

By submission of this bid, each Bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not

on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law.

SIGNED

SWORN to before me this

_____ day of _____ 20__

Notary Public: _____

TOWN OF MOREAU
PURCHASE REQUEST & QUOTE SUMMARY

RECEIVED BY

NOV 0 2023

TOWN OF MOREAU
SUPERVISOR'S OFFICE

Department: RECREATION

Date: 11/1/2023

Description of Purchase Request: Recreation Management Software

Vendor's Name and Address:

MyRec.com

Price: \$ \$ 3,295.00

PO Box 302

Killington, VT 05751

Vendor's Name and Address:

Professional service-No other quote needed

Price: \$

Vendor's Name and Address:

Professional service-No other quote needed

Price: \$.

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

Account number purchase will be paid from: [Click here to enter text.](#)

Balance in account and date: \$3,295.00

as of [Click here to enter text.](#)

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

YES

NO—2024 budget

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

Department Head's Recommendation: MyRec.com is a recreation software company that will help Moreau going forward with rental and organization. _____

Board Approval Received: ____ Yes ____ No

Date Approval Received: _____

Vendor Authorized: _____

Amount Approved: _____ **Total:** \$ _____



PO Box 302, Killington, VT 05751

MyRec.com
Recreation Software

802-465-9732 INFO@MYREC.COM

MyRec.com Recreation Management Software
STANDARD AGREEMENT

This Agreement is made 3rd day of October 2023 between:

Business Name ("Client"): Town of Moreau

Purchase Order Number:

Having its principal place of business at:

Address: 351 Reynolds Road

City: Moreau State: NY Zip: 12828

Phone: (518) 792-1030

And

Business Name: MyRec.com

Having its principal place of business at:

PO Box 302

City: Killington State: VT Zip: 05751

Phone: 866-466-9732 Fax: 802-440-3074

Email: info@myrec.com

In consideration of Client retaining MyRec.com to provide recreation management software with online registration for Client, it is agreed as follows:

1. Compensation and Terms

The above-named Client retains MyRec.com, and MyRec.com agrees to perform the following services: Recreation management software with online registration. Client is solely responsible for all data entered into the software.

Term shall be January 1, 2024 to December 31, 2024 and will renew each year thereafter with Client's approval.

The following fees shall apply:

Annual System Fees: \$3,295.00

Total: Annual Fee based on over \$25,000.00, but under \$100,000.00 in clients annual revenue: \$3,295.00

Fee is based on annual revenue and will change each year accordingly. Fee includes: Web based software with training & support, program management, online registration portal/website, facility scheduling, reservations, memberships with card scanning, financial reporting, team management, email marketing, after school/camp programming, point of sale inventory, domain, hosting, SSL, and more. *Annual System Fees may change. Client will be notified a minimum of 6 months prior to fees taking effect. Client is responsible for executing an agreement with a MyRec.com approved credit card processor for online payments. **There are no other annual software fees. Includes Free one-time Custom Site Design!**

2. Warranties by MyRec.com

MyRec.com represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.



MyRec.com

Recreation Software

802-465-9732 INFO@MYREC.COM

3. Independent Contractor

MyRec.com acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

MyRec.com recognizes and acknowledges that this Agreement creates a confidential relationship between MyRec.com and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

MyRec.com agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

Client agrees that copyrights to MyRec.com's work product produced in the performance of this Agreement shall remain the exclusive property of MyRec.com, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without MyRec.com's prior written consent. Any rights granted to Client under this Agreement shall not affect MyRec.com's exclusive ownership of the work copyright.

IN WITNESS WHEREOF, Client and MyRec.com have duly executed this Agreement as of the day and year first above written.

MyRec.com

Name: Ian Woulfe

Title: Chief Executive Officer

Date: 10/24/2023

Signature:

Town of Moreau, NY

Name:

Title:

Date:

Signature:

Billing Information

Billing Contact Name:

Address:

City: State: Zip Code:

E-Mail: