

Agenda  
Town of Moreau  
Town Board Meeting  
January 9, 2024

7:00 p.m. Regular Town Board Meeting

Roll Call / Pledge of Allegiance

1. Set Future Meetings & Workshops

Public Comment Period

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

2. Old Business

- Resolution RE: Employee Training Reimbursement Policy and Agreement

3. Highway Department Requests

- 2024 Pick Up Truck
- Fuel Island Bid

4. Recreation Department Requests

- Ventrac Equipment

5. Rec Park hours - discussion

6. RFP - Attorney for The Town  
RFP - Town Designated Engineer

7. Saratoga County Water Authority Contract

8. Town Hall Cleaner Position

9. Resolutions to rescind motions from 12/21/2023

10. Committee Reports

11. Supervisor's Items

Public Comment Period

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

12. Executive Session if Necessary

13. Motion to adjourn

**TOWN OF MOREAU**  
**TRAINING REIMBURSEMENT POLICY**

**Background**

For some entry level positions, newly hired employees must complete training or some form of education in order to be better equipped to meet the qualifications necessary for the job and successfully perform the employee's job duties. The Town incurs significant expenses for this training in order for employees to best serve the Town's citizens.

As it would be inequitable for the Town to incur expenses for training and have the employee immediately leave employment with the Town of Moreau and use this training elsewhere, the Town is adopting the following policy:

**A. Training and Education Reimbursement Requirement**

When the Town of Moreau incurs expenses for the training and/or education of an employee for the purpose of allowing that employee to perform their job duties, the employee will be required to enter into a reimbursement agreement for training costs.

**B. Reimbursement of "Training Costs"**

An employee will be required to reimburse the Town of Moreau for any "training costs" of an employee for the employee to meet the qualifications to perform the employee's job duties if the employee does not meet specific requirements.

1. If the employee withdraws or terminates training on their own volition, prior to the conclusion of training, the employee must reimburse the full amount of "training costs."
2. If the employee does not remain employed by the Town of Moreau for two (2) years after the completion of the training and/or education because the employee voluntarily separates (i.e., resigns or retires) or is discharged for cause from employment, the employee shall reimburse the Town of Moreau for "training costs" on a pro rata basis. The pro rata reimbursement shall be calculated according to the schedule shown below:

| NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION DATE OF TRAINING: | REIMBURSEMENT |
|---|---------------|
| MONTHS 1-6  | 100%          |
| MONTHS 7-12   | 75%           |
| MONTHS 13-18  | 50%           |
| MONTHS 19-24  | 25%           |

**C. Advanced Notice of Separation**

If an employee voluntarily separates from the Town before completing the period of service agreed, they are required to give the Town written notice of at least ten working days during which time a determination concerning reimbursement will be made. If they fail to give this advance notice, they will be required to pay the full amount of their "training costs."

**D. Training Costs Defined**

"Training costs" shall mean all fees, such as tuition and related fees, travel costs, and other special expenses, paid in connection with the employee's training, including those costs paid to or on behalf of the Employee for said training.

**E. Method for Obtaining Reimbursement**

The normal method of obtaining reimbursement shall be withholding the amount from the employee's final paycheck(s). Should a final check(s) be insufficient to cover the amount of the reimbursement, the employee shall pay the balance of the reimbursement within thirty (30) days of their last day worked for the Town.

If any amount of "training costs" remain unpaid after thirty (30) days of their last day worked for the Town, the Town may utilize any and all lawful collection methods for repayment "training costs," including but not limited to:

- garnishment of wages; or
- such other methods as are approved by law.

# TRAINING REIMBURSEMENT AGREEMENT

This Training Reimbursement agreement ("Agreement") is entered into by and between

Town of Moreau

and

Employee

**WHEREAS**, the Town of Moreau ("the Town") has offered to provide certain outside training to "Employee", which the Town believes will enable "Employee" to provide valuable services on behalf of the Town to its citizens;

**WHEREAS**, the Town of Moreau is providing such training to "Employee" in anticipation of "Employee" continuing to work for the Town for at least (2) years so that the Town recovers some of the benefit of the investment in the training;

**WHEREAS**, the Town of Moreau and "Employee" recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

**WHEREAS**, the undersigned "Employee" understands that the Town would not provide such training unless "Employee" intended to continue to work for the Town and were to agree to reimburse the Town in the event that "Employee" voluntarily terminated his or her employment prior to two (2) years from the conclusion of the training;

**NOW, THEREFORE**, in consideration of the premises and the promise stated below, the undersigned "Employee" agrees that;

1. Town of Moreau intends to provide the following training to "Employee" on the date(s) indicated:

Training: \_\_\_\_\_ Date: \_\_\_\_\_

2. If "Employee" voluntarily terminates his/her employment with the Town within two (2) years following the date of the completion of the training, "Employee" agrees to reimburse the Town the cost of the training incurred by the Town as determined by the schedule shown below.

| NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION DATE OF TRAINING: | REIMBURSEMENT |
|---|---------------|
| MONTHS 1-6  | 100%          |
| MONTHS 7-12   | 75%           |
| MONTHS 13-18  | 50%           |
| MONTHS 19-24  | 25%           |

The training cost incurred by Town of Moreau on behalf of "Employee" will be determined after the date of the completion of the training, and the accumulation of all receipts, invoices or other supporting documents. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, salary and/or wages for any time spent by "Employee" traveling to and from the training and attending the training, and any other costs or expenses directly related to the training incurred by Town of Moreau.

# TRAINING REIMBURSEMENT AGREEMENT

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3. This agreement shall be cancelled two (2) years following the date of completion of the training or if "Employer" terminates employment.
4. "Employee" expressly authorizes the Town of Moreau to deduct the reimbursement amount owned under the terms of the Agreement from any compensation owed by the Town to "Employee" at the time of or following the termination of employment. "Employee" shall promptly pay to Town of Moreau the full balance of any amount owed that is not deducted from compensation.
5. "Employee" may request that a subsequent employer of "Employee" pay the amount owed to the Town of Moreau by "Employee", but "Employee" shall remain personally liable until the entire amount owed is paid in full.
6. "Employee" agrees to sign such further documents, if any, requested by Direct Communications to confirm the precise sum of the amount owed by "Employee" to Town of Moreau following notice by "Employee" to the Town of termination of employment.
7. "Employee" understands and agrees that any books, computer disks, CD's, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the training remains the property of the Town of Moreau and must be surrendered upon termination of employment.
8. This Agreement shall be construed under the laws of the State of New York,
9. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

**Town of Moreau**  
\_\_\_\_\_  
**Employer**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Location**

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

**Department:** HIGHWAY DEPARTMENT

**Date:** 1/4/2024

**Description of Purchase Request:** 2024 Pickup Truck

**Vendor's Name and Address:**

2024 Chevy 2500

**Price: \$63,006.46**

|                 |             |
|-----------------|-------------|
| Truck           | \$55,150.00 |
| 9" Fisher plow  | \$7,456.46  |
| Misc. Paperwork | \$400.00    |

**Vendor's Name and Address:**

2024 Ford F-250

**Price: \$65,486.46**

|                 |             |
|-----------------|-------------|
| Truck           | \$57,630.00 |
| 9" Fisher plow  | \$7,456.46  |
| Misc. Paperwork | \$400.00    |

**Vendor's Name and Address:**

2024 Ram 2500

**Price: \$71,640.00**

|                 |             |
|-----------------|-------------|
| Truck           | \$63,783.54 |
| 9" Fisher plow  | \$7,456.46  |
| Misc. Paperwork | \$400.00    |

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

**Account number purchase will be paid from:** DB5130.2

**Balance in account and date:** \$299,700.00 **as of** 1/1/2024

**Amount Budgeted for the current year:** \$299,700.00

**Department Head's Recommendation:** I recommend going with the 2024 Chevy 2500, as it is the best price and well under the allotted \$75,000 budget.

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

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

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

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

Build & Price: 2024 Silverado 2500 HD

CREW CAB, STANDARD BED, WT, 4WD

♥ Saved (1)

*Double cab*



Due to supply chain shortages, certain features shown have limited or late availability, or are no longer available. See the window label or dealer regarding the features on an individual vehicle. Preproduction model may be shown throughout this experience. Actual production model may vary.



## Your 2024 Silverado 2500 HD WT 4WD

Net Price

*Cover code*

\$55,150<sup>±</sup>

### Summary

Standard Vehicle Price

\$50,700

### Exterior change

Red Hot (G7C)

\$0

### Wheels change

17" LT245/75R17E all-season, blackwall tires (QHJ)

\$0

Plow



# National Auto Fleet Group

A Division of Chevrolet of Westborough



1-855-289-6572  
Fax 1-831-480-8497  
Fleet@NationalAutoFleetGroup.com

Welcome Paul Joseph / town of Highway

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This is only a Quote, in order for us to place an order, we must receive your purchase order.

### Sourcewell Price

Exclusive Sourcewell Price

Ford F-250

Configured Total MSRP Price \$59,900.00

Sourcewell Price (Price does NOT include any additional keys and/or service manuals referenced below) \$57,630.90

Total Savings \$2,269.10

Total % Savings 3.788 %

[View Your Sourcewell Quote](#)

| Estimated Lease Options Per Unit |            |
|----------------------------------|------------|
| 36 Months                        | \$1,746.22 |
| 48 Months                        | \$1,331.27 |
| 60 Months                        | \$1,089.22 |

Step 6 of 8  
Please click to view your quotation





1-855-289-6572  
 Fax 1-831-480-8497  
 Fleet@NationalAutoFleetGroup.com

Welcome Paul Joseph J. town of Highway

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This is only a Quote, in order for us to place an order, we must receive your purchase order.

**Sourcewell Price**

Exclusive Sourcewell Price

Ram 2500

Configured Total MSRP Price

\$66,835.00

Sourcewell Price  
 (Price does NOT include any additional keys and/or service manuals referenced below)

\$63,783.54

Total Savings

\$3,051.46

Total % Savings

4.566 %

[View Your Sourcewell Quote](#)

| Estimated Lease Options Per Unit |            |
|----------------------------------|------------|
| 36 Months                        | \$1,932.64 |
| 48 Months                        | \$1,473.40 |
| 60 Months                        | \$1,205.51 |

**Step 6 of 8**  
 Please click to view your quotation



**T&T SALES INC.**  
 411 Old Niskayuna Rd.  
 Latham, NY 12110  
 Phone: 518.785.5591  
 Email: sales@tntbodyking.com

# Quote

#Q124  
 12/4/2023

**Bill To**

TOWN OF MOREAU \*  
 351 REYNOLDS RD  
 HIGHWAY DEPARTMENT  
 MOREAU NY 12828  
 United States

**TOTAL**

**\$7,456.46**

Quote Valid Until: 1/3/2024

| Sales Person    | Reference                         | Year | Make | Model | GVW |
|-----------------|-----------------------------------|------|------|-------|-----|
| Thomas Houlihan | SOURCEWELL CONTRACT<br>062222-DDY |      |      |       |     |

| Qty | Item  | Options | Unit Price | Total Amount |
|-----|---|---------|------------|--------------|
| 1   | WE ARE PLEASED TO SUBMIT A QUOTE FOR THE FOLLOWING EQUIPMENT:<br><br>FURNISH AND INSTALL:<br><br>FISHER 9' HD2 SNOW PLOW, HAND HELD CONTROLLER, HALOGEN PLOW LIGHTS, RUBBER DEFLECTOR |         | \$0.00     | \$7456.46    |
| 1   | IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO GIVE ME A CALL. THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON THIS EQUIPMENT.  |         | \$0.00     | INCLUDED     |

Prices may not reflect any applicable federal or state taxes. All special orders may require a non-refundable deposit. Due to supplier price changes and (or) chassis lead times, this quote is subject to change at any time. Giving your approval assumes agreement to these terms.

**Subtotal** \$7,456.46

**Tax Total (%)** \$0.00

**Total** \$7,456.46

Customer Signature: \_\_\_\_\_



Q124

**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: Fuel Island Summary & Update  
DATE: January 5, 2024

This memo is intended to bring the current Town Board up to date on the dismantling and removal of the fuel island at the Highway Garage.

September of 2023, we were having continuous issues with the fuel island at the Highway Garage. After multiple visits attempting to rectify the issue, our contractor determined that a faulty piece of hardware in the control panel was the cause and would need replacement. He was able to provide a temporary fix while they attempted to locate the new part. However, during this examination, we were also made aware that the electronic parts in the chip reader were outdated and no longer supported. In addition to the new hardware, we would also need to purchase a new software system and control panel. It would have been an unpredictable amount of time the current repair would function until the entire fuel island failed due to the outdated software and control panel. The total estimated cost for these updates and repairs was a minimum of \$27,000.00.

Considering the cost to repair and update the fuel island, in addition to mandatory inspections, insurance, and regular maintenance, I was advised by the previous Town Board to research other possibilities that may be more cost effective. We ended up determining that shutting down the fuel island and using a swipe card system would be more financially beneficial. We opened an account through "ALLtown Fresh," where we receive 10 cents off per gallon when using their pumps exclusively. There are no administration fees, pumps are open 24/7, and they have backup generators in the event there is no power.

After we made the decision to shut down the fuel island, I received permission to advertise the equipment on Auctions International. The auction expired on 1/4/24, with a high bid of \$5,700.00. We purposely chose a closing date that would coincide with the 1/9/24 Board Meeting. The Board has to decide whether to accept the current high bid or make a counter offer. There is the possibility that the counter offer is not accepted by the bidder, and in turn, a decision would need to be made whether to repost the auction. It is important to keep in mind that as long as the tanks remain on town property, we are required to stay up to date on inspections and insurance. I highly recommend accepting the current high bid of \$5,700.00 and having the tanks removed from town property as soon as possible.

  
Highway Superintendent



[Skip to main content](#)



Questions? Problem? Help?  
 Bidding support is available M-F from 9 AM-5PM EST.  
 Contact us or call (800) 536-1401 x131.

For customer service after 5PM EST and Saturdays  
 10AM-5PM call 800-536-1401 option 1 from the menu.



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Auction Information

ONLINE-ONLY AUCTION

**Bidding Starts:** Wednesday, December 20, 2023 at 02:28:00 pm ET

**Bidding Ends:** Thursday, January 4, 2024 at 09:03:46 pm ET

**Location:** 1543 Route 9, Fort Edward, Saratoga County, NY 12828

**Questions & Inspection:** Inspections are available by appointment. Please contact **Chris Abrams at 518-792-5675 x 102** with questions or to schedule an appointment.

**Third Party Shipping Notice**

**Payment Terms:** Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x 201. GENERAL QUESTIONS: email [service@auctionsinternational.com](mailto:service@auctionsinternational.com)

**Payment Methods:** We accept cash, cashier's check, wire/bank transfer and credit cards.

**Out-of-State Buyers:** Buyers outside of New York State need to send us a completed **NY State DTF Form** before we can remove sales tax from their invoices.

**Successful High Bidders:** Please note when you are provided an invoice to pay, there are two different payment amounts.  
 1) A non-discounted rate for payments made with credit/debit cards, and,  
 2) A discounted rate for payments made with certified funds; cash, bank transfer, guaranteed funds or money order.

Please make sure your payment amount reflects your choice of payment method.

Individuals who pay the non-discounted rate with cash or guaranteed funds will have a one-time, courtesy refund issued for the overpayment. Subsequent overpayments will have a \$35 administrative fee deducted from the remittance amount (or charged against) the invoiced

## Fuel Island: Includes Pumps, Tanks, and Fire Suppression System

**Bidding is closed.**

**High Bid:** \$5,700.00

**Current Bid:** \$5,700.00

**Your Max Bid:** NA

**Time Remaining:** Closed (bidding was extended)

**Bidding Ended:** Thu, Jan 4 9:03:46 pm ET

**High Bidder:** buyer1066

**Bid Increment:** \$100.00

**Distance:** Please click on the location address to view the item's location on a map.

Item has been viewed 1,260 times.

[+ ADD TO MY FAVORITES](#)



**Details** **Bid History (41 bids)**

Fuel Island: Includes Pumps, Tanks, and Fire Suppression System

Island is 15 years old give or take a year.

One side is 2000 gallons, other side is 1000 gallons.

Both tanks are double walled and neither one leaks.

We already took down the fire suppression system in one piece and goes with the tanks.

The fuel pumps are included (they work) as well as the chip reader (it works). We no longer have any blank chip keys nor the machine to program.

We sucked out all that we could from each tank but there is a few gallons in each side.

Working condition

**The buyer will be responsible for the break down and removal, (so that buyer can record or take photos for ease of reassembly). Must have proof of insurance before work can be done**

**\*\*\*Please review all Auction terms at left side of auction before bidding\*\*\***

**Terms of Sale:**

All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

Click on any picture to see a larger image.

Hi! How can we help you?

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

**Department:** RECREATION

**Date:** 1/5/2024

**Description of Purchase Request:** Ventrac equipment purchase

**Vendor's Name and Address:**

MTE Equipment Solutions

**Price:** \$ \$ 48,383.11

10 Green Mountain Drive

Cohoes, NY 12047

**Vendor's Name and Address:**

Grassland

**Price:** \$ 51,736.56

892-898 Troy Schenectady Road

Latham, NY

**Vendor's Name and Address:**

Capital Tractor

**Price:** \$ 52,460.00

1135 State Route 29

Greenwich, NY 12834

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

**Account number purchase will be paid from:** A7140.2

**Balance in account and date:** \$48,769

**as of** 1/1/2024

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

**If yes, amount Budgeted for the current year:** \$40,400

**Department Head's Recommendation:** MTE Equipment Solutions-they not only have the lowest price the salesperson came to the park with the machine to explain and walk through everything for the rec department. The price difference from original approval was because the model was discontinued to a more gas efficient model. \_\_\_\_\_

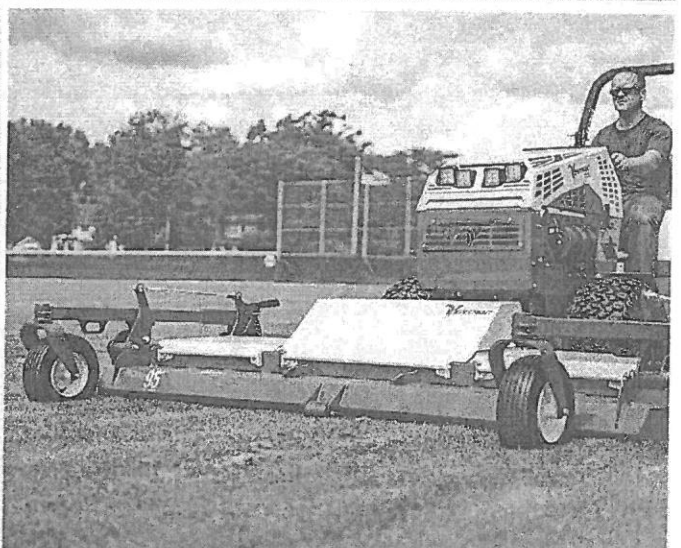
**Board Approval Received:** \_\_\_\_ Yes \_\_\_\_ No

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

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

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

# VENTRAC



Prepared For:

Jeremy Brogan  
Town of Moreau Recreation  
19 Jan Avenue  
Fort Edward, NY 12828  
518-538-0136  
recreation@townofmoreau.org

Sold & Serviced by:

CAPITAL TRACTOR INC.  
Jason Fedler  
1135 STATE ROUTE 29  
GREENWICH, NY 12834  
518-692-9611  
Phone: 518-488-0119



# Pricing Quote

Quote #: 82390-1001

Date Quoted: September 18, 2023

Quote Expires: October 18, 2023

### Prepared For:

Jeremy Brogan  
Town of Moreau Recreation  
19 Jan Avenue  
Fort Edward, NY 12828  
518-538-0136  
recreation@townofmoreau.org

### Prepared By:

CAPITAL TRACTOR INC.  
Jason Fedler  
1135 STATE ROUTE 29  
GREENWICH, NY 12834  
518-692-9611  
Phone: 518-488-0119

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

| QTY | Model #          | Description   | Unit Price | Total     |
|-----|------------------|---|------------|-----------|
| 1   | 4520Z (39.51215) | Ventrac Tractor: KN, 4520Z Kubota WG972-GL<br><i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i> | 31,070.00  | 31,070.00 |
| 1   | 70.4160-99       | Accessory: Kit, 3 Point Hitch 4520  | 2,500.00   | 2,500.00  |
| 1   | 70.4167-99       | Accessory: Kit, Heated Suspension Seat 4520   | 800.00     | 800.00    |
| 1   | 70.4179          | Accessory: 12-VOLT REAR PLUG Kit, 12V Rear 4520   | 180.00     | 180.00    |
| 1   | KW452 (70.2014)  | Accessory: CAB Cab, KW452 for 4500/4520   | 8,525.00   | 8,525.00  |
| 1   | 70.2006-4        | Accessory: Kit, Mirror  | 155.00     | 155.00    |
| 1   | 70.8162          | Accessory: Kit, Cab Hazard Lights   | 515.00     | 515.00    |
| 1   | 70.8161          | Accessory: Kit, Cab Strobe Light  | 390.00     | 390.00    |
| 1   | 70.8148          | Accessory: Kit, Cab Windshield Washer   | 255.00     | 255.00    |
| 1   | 70.2006-6        | Accessory: Kit, Defrost Fan   | 275.00     | 275.00    |
| 1   | 70.2014-51       | Accessory: CAB HEATER KIT 4500/4520 Y&Z Kit, KW452 Heat Install 4500/4520 Y&Z   | 360.00     | 360.00    |
| 1   | DR540 (39.55285) | Attachment: BALLPARK GROOMER, DR, DR540 Groomer   | 2,855.00   | 2,855.00  |
| 1   | 70.8156          | Accessory: GROOMER BRUSH KIT Kit, Groomer Brush   | 1,470.00   | 1,470.00  |
| 1   | 70.4038          | Accessory: HYDRAULIC TOP LINK Kit, Top Link Cylinder  | 360.00     | 360.00    |
| 1   | DG550 (39.55280) | Attachment: BALLPARK RENOVATOR, DG, DG550 Renovator   | 3,040.00   | 3,040.00  |
| 1   | 70.4137          | Accessory: MID WEIGHT BAR KIT Kit, Weight Bar Mid 4500/4520   | 330.00     | 330.00    |
| 2   | 47.0115          | Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box   | 120.00     | 240.00    |
| 1   | ET202 (39.55341) | Attachment: TURBINE STYLE BLOWER, ET, ET202 Turbine Blower  | 7,015.00   | 7,015.00  |
| 1   | MS720 (39.55111) | Attachment: MOWERS - FINISH MS, MS720 Mower SD  | 5,275.00   | 5,275.00  |
| 1   | 70.8214          | Accessory: Kit, Hydraulic Flip Up MS/MT/MU  | 550.00     | 550.00    |

| QTY | Model #          | Description   | Unit Price | Total    |
|-----|------------------|---|------------|----------|
| 1   | RV602 (39.55361) | Attachment: VACUUM COLLECTION SYSTEM<br>RV, RV602 Collection Vacuum | 9,340.00   | 9,340.00 |
| 1   | 70.8092          | Accessory: Kit, Docking Station                                     | 895.00     | 895.00   |
| 1   | 70.8210          | Accessory: Kit, Vac Boot MS/MT Mowers                               | 495.00     | 495.00   |

Subtotal 76,890.00

**DISCOUNTS**

Other Discount: Municipal Discount Applied (10%) -7,689.00

**TOTAL USD \$ 69,201.00**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





10 Green Mountain Drive  
 Cohoes, NY 12047  
 Phone: (518) 783-0668  
 Fax: (585) 334-6332  
 mteequipmentsolutions.com

## QUOTE - DO NOT PAY

Quote: 02-64673  
 Date: 11/9/2023

PO:  
 CustId: TOWN OF MOREAU

Cust Email: moreaurec@townofmoreau.org  
 Phone: (518) 793-0196  
 Salesperson: pklaiber  
 User: pklaiber

Bill To:  
 Town of Moreau 491693  
 Randy Hoffman  
 351 Reynolds Road  
 Fort Edward, NY 12828-9261

Ship To:  
 Town of Moreau 491693  
 19 Jan Ave  
 Fort Edward, NY 12828 US

NYS General Municipal Law 103 "piggyback"

Master Contract Massachusetts FAC 116

Pricing reflects a 12.5% discount

| Item           | Type | Description   | Qty               | Tax | Price                 | Discount            | Net Price           |
|----------------|------|---|-------------------|-----|-----------------------|---------------------|---------------------|
| VNT.39.51225   | PA   | WG - 4520N Kubota WG972 EFI<br>Discount applied: 12.50%               | 1.0000            |     | \$33,700.00           | \$4,212.50          | \$29,487.50         |
| VNT.47.0497    | PA   | WG - Kit, Arm Rest Deluxe Seat<br>Discount applied: 12.50%            | 1.0000            |     | \$180.00              | \$22.50             | \$157.50            |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.70.4067    | PA   | WG - Dual Wheel Kit - All Terrain<br>Discount applied: 12.50%         | 1.0000            |     | \$1,610.00            | \$201.25            | \$1,408.75          |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.70.4161    | PA   | WG - Kit, 12v Switch & Plug Fr<br>Discount applied: 12.50%            | 1.0000            |     | \$385.00              | \$48.13             | \$336.87            |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| Remark         | RE   | Factory installed 3 point hitch pricing                               |                   |     |                       |                     |                     |
| VNT.70.4160-99 | PA   | WG - 3 Point Hitch-Factory ins<br>Discount applied: 12.50%            | 1.0000            |     | \$2,500.00            | \$312.50            | \$2,187.50          |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.39.55111   | PA   | WG - MS720 Mower 72", Side Discharge<br>Discount applied: 12.50%      | 1.0000            |     | \$5,275.00            | \$659.38            | \$4,615.62          |
| VNT.70.8214    | PA   | WG - Kit, Hydraulic Flip Up MS/MT/MU<br>Discount applied: 12.50%      | 1.0000            |     | \$550.00              | \$68.75             | \$481.25            |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.39.55361   | PA   | WG - RV602 Collection Vac, High lift<br>Discount applied: 12.50%      | 1.0000            |     | \$9,340.00            | \$1,167.50          | \$8,172.50          |
| VNT.70.8210    | PA   | WG - Kit, Vac Boot MS/MT Mowers<br>Discount applied: 12.50%           | 1.0000            |     | \$495.00              | \$61.88             | \$433.12            |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.70.4165    | PA   | <del>WG - Kit, Hydraulic Rear Valve</del><br>Discount applied: 12.50% | <del>1.0000</del> |     | <del>\$1,060.00</del> | <del>\$132.50</del> | <del>\$927.50</del> |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |
| VNT.70.4163    | PA   | WG - Kit, Foot Pedal Control 4<br>Discount applied: 12.50%            | 1.0000            |     | \$180.00              | \$22.50             | \$157.50            |
| Remark         | RE   | -----   |                   |     |                       |                     |                     |



10 Green Mountain Drive  
 Cohoes, NY 12047  
 Phone: (518) 783-0668  
 Fax: (585) 334-6332  
 mteequipmentsolutions.com

**QUOTE - DO NOT PAY**

Quote: 02-64673  
 Date: 11/9/2023

PO:  
 CustId: TOWN OF MOREAU

Cust Email: moreaurec@townofmoreau.org  
 Phone: (518) 793-0196  
 Salesperson: pklaiber  
 User: pklaiber

Bill To:

Town of Moreau 491693  
 Randy Hoffman  
 351 Reynolds Road  
 Fort Edward, NY 12828-9261

Ship To:

Town of Moreau 491693  
 19 Jan Ave  
 Fort Edward, NY 12828 US

|               |    |                             |        |            |          |                    |
|---------------|----|-----------------------------|--------|------------|----------|--------------------|
| VNT.70.4169   | PA | WG - Kit, Canopy            | 1.0000 | \$1,080.00 | \$135.00 | \$945.00           |
|               |    | Discount applied: 12.50%    |        |            |          |                    |
| Remark        | RE | -----                       |        |            |          |                    |
| Remark        | RE | Freight and set up included |        |            |          |                    |
| <b>Total:</b> |    |                             |        |            |          | <b>\$49,310.61</b> |

|        |  |  |  |                       |  |                    |
|--------|--|--|--|-----------------------|--|--------------------|
| Totals |  |  |  | <b>Sub Total:</b>     |  | <b>\$49,310.61</b> |
|        |  |  |  | <b>Total Tax:</b>     |  | <b>\$0.00</b>      |
|        |  |  |  | <b>Invoice Total:</b> |  | <b>\$49,310.61</b> |

Signature: \_\_\_\_\_

PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. ALL PRICES QUOTED ARE REFLECTIVE OF A 3% CASH DISCOUNT. THERE WILL BE A 3% NON-CASH ADJUSTMENT ADDED FOR ANY NON-CASH PURCHASES. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FOR ADDITIONAL TERMS AND CONDITIONS, PLEASE VISIT MTE.US.COM. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

## Jeremy Brogan

---

**From:** Belden, Brett <bbelden@grasslandcorp.com>  
**Sent:** Saturday, December 16, 2023 9:27 AM  
**To:** Jeremy Brogan  
**Subject:** RE: updated quote  
**Attachments:** Town of Moreau Ventrac Acc 12-16-23.pdf

Important You don't often get email from bbelden@grasslandcorp.com. [Learn why this is important](#)

The "Z", which is the carbureted Kubota gas engine, will no longer be offered once they are all gone. They have replaced it with the "N", which is the same gas 32.5HP Kubota but its EFI now. The model 4520 itself isn't changing at all. The "N" is about \$2600 more MSRP.

Do you know what your time frame to purchase is? We have a dozen or so Z's as of now...

Here is a quote for the items you requested. My original quote did have the 12V kit on it, I put that on all machines because it will be needed eventually!

Let me know if there is anything else I can do for you,

### Brett Belden, SCPS

Commercial Sales  
Grassland Equipment and Irrigation  
Greater Albany Area and North  
Cell: 518-857-9870 (Yes to texting!)  
Office: 518-785-5740  
Fax: 518-785-5841

[www.grasslandcorp.com](http://www.grasslandcorp.com)



**From:** Jeremy Brogan <recreation@townofmoreau.org>  
**Sent:** Saturday, December 16, 2023 7:49 AM  
**To:** Belden, Brett <bbelden@grasslandcorp.com>  
**Subject:** Re: updated quote

Whatever's easiest for you honestly. I was told the other day that the 4520 Z is going away with a new model coming in. Is that true correct  
Sent from my iPhone



4536 Morgan Place  
Liverpool, New York  
Phone: 1-315-457-0181  
Parts Fax: 1-800-950-4342  
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd  
Latham, New York  
Phone: 1-518-785-5841  
Parts Fax: 1-800-950-4342  
Office Fax: 1-518-785-5740



|                          |                          |
|--------------------------|--------------------------|
| QMS Quote #              |                          |
| Date:                    | 15-Sep-23                |
| Inquiry Date:            |                          |
| Prices Subject to Change | Prices Subject to Change |
| Estimated Delivery:      | 2-3 Weeks                |
| Terms:                   |                          |
| Shipped Via:             | Truck                    |
| Height of Cut:           |                          |
| Purchase Order #         |                          |
| Ship to Zip Code         |                          |

To: Customer Name: Town of Moreau  
Address:  
City State Zip: Moreau, NY  
Attn: Jeremy Brogan  
Phone:  
Email Contact:

|            |                           |
|------------|---------------------------|
| Salesman   | Brett Belden              |
| Cell Phone | 518-857-9870              |
| Email      | bbelden@grasslandcorp.com |

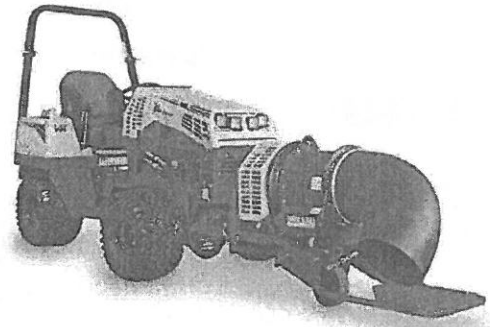
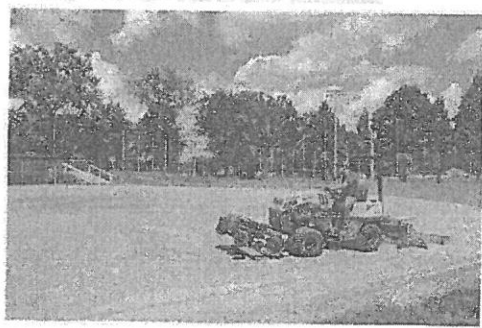
In Response to your inquiry, we submit the following Quotation:  
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

|  |  |
|--|--|
| <b>Group 40625 Heavy Equipment. Award PGB-22792,<br/>NYS Contract: PC69682 Now to April 30, 2025</b> |  |
|--|--|

| Qty | Model Number | Description                                | 2023 Sugg. Retail Price | Contract Price | Extension   |
|-----|--------------|--|-------------------------|----------------|-------------|
| 1   | 39.51215     | KN, 4520Z Kubota WG972-GL                  | \$31,070.00             | \$27,341.60    | \$27,341.60 |
| 1   | 70.4161      | Kit, 12V Front 4520/4500                   | \$385.00                | \$338.80       | \$338.80    |
| 1   | 70.4160-99   | Kit, 3 Point Hitch 4520                    | \$2,500.00              | \$2,200.00     | \$2,200.00  |
| 1   | 39.55280     | DG, DG550-Renovator                        | \$3,040.00              | \$2,675.20     | \$2,675.20  |
| 6   | 47.0115      | <del>Weight, Suitcase - 42 LBS w/Box</del> | \$120.00                | \$105.60       | \$633.60    |
| 1   | 39.55285     | DR, DR540 Groomer                          | \$2,855.00              | \$2,512.40     | \$2,512.40  |
| 1   | 70.8156      | Kit, Groomer Brush                         | \$1,470.00              | \$1,293.60     | \$1,293.60  |
| 1   | 70.8154      | Kit, Groomer Drag                          | \$2,595.00              | \$2,283.60     | \$2,283.60  |
| 1   | 70.4038      | Kit, Top Link Cylinder                     | \$360.00                | \$316.80       | \$316.80    |
| 4   | 47.0115      | <del>Weight, Suitcase - 42 LBS w/Box</del> | \$120.00                | \$105.60       | \$422.40    |
| 1   | 39.55428     | KX, KX480 48" Snowblower                   | \$6,200.00              | \$5,456.00     | \$5,456.00  |
| 1   | 70.8025      | Kit, 12V Actuator, HB/KX/LX                | \$320.00                | \$281.60       | \$281.60    |
| 1   | 39.55341     | ET, ET202 Turbine Blower                   | \$7,015.00              | \$6,173.20     | \$6,173.20  |



4520N 27,341.60 + 2,600 = 29,941.60





4536 Morgan Place  
Liverpool, New York  
Phone: 1-315-457-0181  
Parts Fax: 1-800-950-4342  
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd  
Latham, New York  
Phone: 1-518-785-5841  
Parts Fax: 1-800-950-4342  
Office Fax: 1-518-785-5740



|                          |                          |
|--------------------------|--------------------------|
| QMS Quote #              |                          |
| Date:                    | 15-Sep-23                |
| Inquiry Date:            |                          |
| Prices Subject to Change | Prices Subject to Change |
| Estimated Delivery:      | 2-3 Weeks                |
| Terms:                   |                          |
| Shipped Via:             | Truck                    |
| Height of Cut:           |                          |
| Purchase Order #         |                          |
| Ship to Zip Code         |                          |

To: Customer Name: Town of Moreau  
Address:  
City State Zip: Moreau, NY  
Attn: Jeremy Brogan  
Phone:  
Email Contact:

|            |                           |
|------------|---------------------------|
| Salesman   | Brett Belden              |
| Cell Phone | 518-857-9870              |
| Email      | bbelden@grasslandcorp.com |

In Response to your inquiry, we submit the following Quotation;  
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Group 40625 Heavy Equipment. Award PGB-22792,  
NYS Contract: PC69682 Now to April 30, 2025

| Qty | Model Number | Description                            | 2023 Sugg. Retail Price | Contract Price | Extension  |
|-----|--------------|--|-------------------------|----------------|------------|
| 1   | 39.55361     | RV, RV602 Collection Vacuum            | \$9,340.00              | \$8,219.20     | \$8,219.20 |
| 1   | 70.8210      | Kit, Vac Boot MS/MT Mowers             | \$495.00                | \$435.60       | \$435.60   |
| 1   | 39.55111     | MS, MS720 Mower SD                     | \$5,275.00              | \$4,642.00     | \$4,642.00 |
| 1   | 70.2014      | Cab, KW452 for 4500/4520               | \$8,525.00              | \$7,502.00     | \$7,502.00 |
| 1   | 70.8148      | Kit, Cab Windshield Washer             | \$255.00                | \$224.40       | \$224.40   |
| 1   | 70.8161      | Kit, Cab Strobe Light                  | \$390.00                | \$343.20       | \$343.20   |
| 1   | 70.2006-4    | Kit, Mirror                            | \$155.00                | \$136.40       | \$136.40   |
| 1   | 70.2006-6    | Kit, Defrost Fan                       | \$275.00                | \$242.00       | \$242.00   |
| 1   | 70.2014-51   | Kit, KW452 Heatr Install 4500/4520 Y&Z | \$360.00                | \$316.80       | \$316.80   |



1 105-SD Commercial Set Up and Delivery \$ 1,849.76 \$ 1,849.76 \$1,849.76

| NOTES   |       | TOTALS                 |                    |
|---|-------|------------------------|--------------------|
| Delivery Contact Name   |       | Equipment Total @ MSRP | \$84,080.00        |
| Delivery Contact Phone Number   |       | Discount               | (\$10,089.60)      |
| Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufacturers list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that |       | Total Equipment        | <b>\$73,990.40</b> |
|   |       | Toro Protection Plus   | \$ -               |
|   |       | Trade Ins              | \$ -               |
|   |       | Set Up & Delivery      | \$ 1,849.76        |
|   |       | Wintercab Set Up       | \$520              |
|   |       | <b>Total</b>           | <b>\$75,840.16</b> |
| Customer Acceptance   | Date: | <b>\$75,840.16</b>     |                    |



4536 Morgan Place  
 Liverpool, New York  
 Phone: 1-315-457-0181  
 Parts Fax: 1-800-950-4342  
 Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd  
 Latham, New York  
 Phone: 1-518-785-5841  
 Parts Fax: 1-800-950-4342  
 Office Fax: 1-518-785-5740



|                          |                          |
|--------------------------|--------------------------|
| QMS Quote #              |                          |
| Date:                    | 16-Dec-23                |
| Inquiry Date:            |                          |
| Prices Subject to Change | Prices Subject to Change |
| Estimated Delivery:      | 2-3 Weeks                |
| Terms:                   |                          |
| Shipped Via:             | Truck                    |
| Height of Cut:           |                          |
| Purchase Order #         |                          |
| Ship to Zip Code         |                          |

To: Customer Name: Town of Moreau  
 Address:  
 City State Zip Moreau, NY  
 Attn: Jeremy Brogan  
 Phone:  
 Email Contact:

|            |                           |
|------------|---------------------------|
| Salesman   | Brett Belden              |
| Cell Phone | 518-857-9870              |
| Email      | bbelden@grasslandcorp.com |

In Response to your inquiry, we submit the following Quotation;  
 Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

**Group 40625 Heavy Equipment. Award PGB-22792,  
 NYS Contract: PC69682 Now to April 30, 2025**

| Qty | Model Number | Description                     | 2023 Sugg. Retail Price | Contract Price | Extension  |
|-----|--------------|---------------------------------|-------------------------|----------------|------------|
| 1   | 47.0497      | Armrest, Kit - Deluxe Seat 4520 | \$180.00                | \$158.40       | \$158.40   |
| 1   | 70.4067      | Kit, Duals Field Trax Black     | \$1,610.00              | \$1,416.80     | \$1,416.80 |
| 1   | 70.4161      | Kit, 12V Front 4520/4500        | \$385.00                | \$338.80       | \$338.80   |
| 1   | 70.4169      | Kit, Canopy                     | \$1,080.00              | \$950.40       | \$950.40   |
| 1   | 70.4163      | Kit, Foot Control 4520/4500     | \$180.00                | \$158.40       | \$158.40   |

| NOTES  |       | TOTALS                 |                   |
|--|-------|------------------------|-------------------|
| Delivery Contact Name  |       | Equipment Total @ MSRP | \$3,435.00        |
| Delivery Contact Phone Number  |       | Discount               | (\$412.20)        |
| Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that |       | Total Equipment        | <b>\$3,022.80</b> |
|  |       | Toro Protection Plus   | \$ -              |
|  |       | Trade Ins              | \$ -              |
|  |       | Set Up & Delivery      |                   |
|  |       | Wintercab Set Up       |                   |
|  |       | <b>Total</b>           | <b>\$3,022.80</b> |
| Customer Acceptance  | Date: | <b>\$3,022.80</b>      |                   |

**GRASSLAND**

| Model #    | Description             | retail 2023 | contract price | extension           |
|------------|-------------------------|-------------|----------------|---------------------|
| 70.4160-99 | KUBOTA 4520N            | \$ 2,500.00 | \$ 29,941.60   |                     |
|            | 3 POINT HITCH           | \$ 9,340.00 | \$ 2,200.00    |                     |
|            | RV602 COLLECTION VACUUM | \$ 495.00   | \$ 8,219.20    |                     |
|            | VAC BOOT                | \$ 5,275.00 | \$ 435.60      |                     |
|            | M5720 MOWER             | \$ 180.00   | \$ 4,642.00    |                     |
|            | ARMREST                 | \$ 1,610.00 | \$ 1,584.00    |                     |
|            | DUALS FIELD TRAX BLACK  | \$ 385.00   | \$ 1,416.80    |                     |
|            | 12V FRONT               | \$ 1,080.00 | \$ 338.80      |                     |
|            | CANOPY                  | \$ 180.00   | \$ 950.40      |                     |
|            | FOOT CONTROL            | \$ 180.00   | \$ 158.40      |                     |
|            | COMMERCIAL SETUP        | \$ 1,849.76 | \$ 1,849.76    |                     |
|            | HYDRAULIC FLIP UP       |             |                |                     |
|            |                         |             |                | <b>\$ 51,736.56</b> |

DIDN'T QUOTE

**MTE**

| Model #        | Description             | retail 2023  | contract price | extension           |
|----------------|-------------------------|--------------|----------------|---------------------|
| VNT.39051225   | KUBOTA 4520N            | \$ 33,700.00 | \$ 29,487.50   |                     |
| VNT.70.4160-99 | 3 POINT HITCH           | \$ 2,500.00  | \$ 2,187.50    |                     |
| VNT.39.55361   | RV602 COLLECTION VACUUM | \$ 9,340.00  | \$ 8,172.50    |                     |
| VNT.70.8210    | VAC BOOT                | \$ 495.00    | \$ 433.12      |                     |
| VNT.39.55111   | M5720 MOWER             | \$ 5,275.00  | \$ 4,615.62    |                     |
| VNT-47-0497    | ARMREST                 | \$ 180.00    | \$ 157.50      |                     |
| VNT.70.4067    | DUALS FIELD TRAX BLACK  | \$ 1,610.00  | \$ 1,408.75    |                     |
| VNT.70.4161    | 12V FRONT               | \$ 385.00    | \$ 336.87      |                     |
|                | CANOPY                  | \$ 1,080.00  | \$ 945.00      |                     |
| VNT.70.4163    | FOOT CONTROL            | \$ 180.00    | \$ 157.50      |                     |
|                | COMMERCIAL SETUP        | INCLUDED     | INCLUDED       |                     |
| VNT.70.8214    | HYDRAULIC FLIP UP       | \$ 550.00    | \$ 481.25      |                     |
|                |                         |              |                | <b>\$ 48,383.11</b> |

**CAPITAL TRACTOR**

| Model # | Description   | retail 2023  | contract price | extension                |
|---------|---------------|--------------|----------------|--------------------------|
|         | KUBOTA 4520Z  | \$ 31,070.00 | \$ 31,070.00   | DID NOT QUOTE SAME MODEL |
|         | 3 POINT HITCH | \$ 2,500.00  | \$ 2,500.00    |                          |

|                         |    |          |    |                     |
|-------------------------|----|----------|----|---------------------|
| RV602 COLLECTION VACUUM | \$ | 9,340.00 | \$ | 9,340.00            |
| VAC BOOT                | \$ | 495.00   | \$ | 495.00              |
| MS720 MOWER             | \$ | 5,275.00 | \$ | 5,275.00            |
| ARMREST                 | \$ | 180.00   | \$ | 180.00              |
| DUALS FIELD TRAX BLACK  | \$ | 1,610.00 | \$ | 1,610.00            |
| 12V FRONT               | \$ | 180.00   | \$ | 180.00              |
| CANOPY                  | \$ | 1,080.00 | \$ | 1,080.00            |
| FOOT CONTROL            | \$ | 180.00   | \$ | 180.00              |
| COMMERCIAL SETUP        | \$ | 180.00   | \$ | 180.00              |
| HYDRAULIC FLIP UP       | \$ | 550.00   | \$ | 550.00              |
|                         |    |          |    | <b>\$ 52,460.00</b> |



# **WATER PURCHASE AND SALE AGREEMENT**

**BETWEEN**

**SARATOGA COUNTY WATER AUTHORITY**

**AND**

**TOWN OF MOREAU**

**2024**

|  |    |
|--|----|
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This Agreement, dated as of the \_\_\_\_\_ day of January, 2024 (“Effective Date”), between the **Saratoga County Water Authority**, a public benefit corporation having its place of business at 260 Butler Road, Fort Edward, New York 12828 (“SCWA”) and the Town of Moreau, a municipal corporation having offices at 351 Reynolds Road, Moreau, New York 12828 (“TOWN”).

**WITNESSETH:**

**WHEREAS**, SCWA operates a County-wide water system which obtains untreated water from the upper Hudson River at a location in the Town of Moreau, Saratoga County, treats the water at a water treatment plant to make it suitable for human consumption and transports it by means of a pipeline south through Saratoga County to deliver water to various locations in the County; and

**WHEREAS**, the water system (the “System”) is capable of delivering potable water suitable for a public water system for purchase by municipal and other permissible users located within SCWA’s approved service area; and

**WHEREAS**, the cost of water to municipal users is based on the costs of construction and the maintenance costs of the System, including debt service for funds borrowed for construction of the System; and

**WHEREAS**, the TOWN wishes to obtain a supply of potable water from SCWA;

**NOW, THEREFORE, IN EXCHANGE FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. WATER PURCHASE AND TERM

A. Subject to the terms and conditions set forth herein, SCWA agrees to provide and the TOWN agrees to purchase a minimum of 150,000 gallons per day (gpd) of potable water. This TOWN obligation is regardless of the amount of water actually received by the TOWN.

B. Water volume purchased shall be measured in accordance with the provisions set forth at Section 6 of this Agreement and shall be calculated by measuring the mean average on a quarterly basis. The minimum purchase obligation is based on each quarterly period.

C. This Agreement shall take effect as of the "Effective Date" set forth herein and shall extend for a period of ten (10) years from that date.

2. PURCHASE PRICE

A. SCWA shall charge a maximum price of \$2.392 per 1,000 gallons through December 31, 2024. Except as otherwise set forth in this Agreement, for the remainder of the term of this Agreement, the Maximum Price chargeable by SCWA each year shall be no greater than the Maximum Price chargeable in the previous year plus one and one half percent (1.5%).

B. The price shall never be more than that charged to any other Municipal user of the system.

C. In the event that SCWA expands or modifies the facilities of SCWA or makes any other material change to either the System or its operations, SCWA may increase the applicable water rate sufficient to pay the cost of the required expansion or modification. SCWA will endeavor to share any such increase proportionally with all purchasers of water from the System, such proportional increase to be based upon the volume of water purchased by the TOWN in proportion to the total volume sold by SCWA to all customers during the twelve (12) months immediately preceding such rate increase.

### 3. DELIVERY LOCATION

SCWA will deliver water to the TOWN via a suitable connection to SCWA's transmission main at a location agreed to by the parties.

### 4. METERING EQUIPMENT

All water furnished by SCWA to the TOWN pursuant to this Agreement shall be measured by a flow totalizer (meter) installed and furnished by the TOWN and owned and maintained by SCWA at the point of delivery. SCWA will not take ownership of such equipment before first approving the equipment and manner of installation. A bypass and flow port connections shall be provided for the meter to allow for calibration and maintenance. Flow ports shall be located upstream and downstream of the meter and allow for testing. The flow meter shall be located such that confined space access by SCWA personnel is not required. The TOWN is responsible for installation, ownership and maintenance of a chlorine analyzer and pressure monitor to be located upstream of any chlorine or pressure boosting system and separate continuous flow

meter along with a transmitter capable of sending and reporting this information on a continuous basis to the SCWA computer control system located at the water filtration plant. The system shall be capable of reporting water flow in gallons per minute (gpm) and the totalizer reading from the billing meter in addition to pressure and free chlorine residual. The TOWN is responsible for the initial control upgrades located at the SCWA filtration plant required to receive and make the information available to SCWA personnel.

## 5. WATER RESALE

A. The TOWN is hereby authorized to resell water to end users only, provided that such water is offered for sale on the same terms as to the general public including at generally applicable and uniformly applied different rates offered to volume purchasers, provided the differences are customary and reasonable.

B. The TOWN is prohibited from reselling water to any wholesale purchaser without prior written consent of SCWA which may be withheld for any reason except that, in the event such resale is prompted by an emergency situation, such consent will not be unreasonably withheld, but may be conditioned.

C. Notwithstanding any other provision of this Agreement, in no event may the TOWN enter into any arrangement with a nongovernmental entity for the resale of water that would potentially impact the tax-exempt status of any obligations issued by SCWA, including, but not limited to, any arrangement that may constitute i) a "take contract", ii) a "take or pay contract" or iii) a "requirements contract" that is similar to a "take contract", "take or pay contract" or "wholesale requirement

contract” as such terms are defined in Sections 1.141-7(b) and 1.141-7(c) of the Federal income tax regulations set forth in Title 26 of the Code of Federal Regulations. SCWA Bond Counsel opinion shall be obtained to confirm that the potential arrangement for the resale of water by the TOWN would not violate this provision and the TOWN agrees to pay all associated Bond Counsel fees and to provide all information and documentation necessary to procure such Bond Counsel opinion.

D. This Agreement shall not limit the rights the TOWN may otherwise have to sell water it obtains from sources other than SCWA.

## 6. BILLING

Once water purchase has begun pursuant to the terms set forth herein, SCWA will bill the TOWN on a quarterly basis, as follows: on the 15<sup>th</sup> of April (for January 1<sup>st</sup> through March 31<sup>st</sup>), on the 15<sup>th</sup> of July (for April 1<sup>st</sup> through June 30<sup>th</sup>), on the 15<sup>th</sup> of October (for July 1<sup>st</sup> through September 30<sup>th</sup>), and on the 15<sup>th</sup> of January (for October 1<sup>st</sup> through December 31<sup>st</sup>). Adjustments will be made to the bill for each quarter to reflect the TOWN’s obligation to pay the greater of the daily minimum purchase obligation then in effect multiplied by the number of days in such quarter or the actual volume of water received. The TOWN shall pay all amounts within forty-five (45) days of the date of the bill. The TOWN shall pay interest at the rate of one percent (1%) per month on amounts paid after said 45-day period. In the event that the TOWN fails to pay any amount within forty-five (45) days after the due date, SCWA reserves the right, upon prior written notice to the TOWN, to terminate water service to the TOWN until such

time as any such past due amounts and related charges, including the service charge set forth in SCWA's Rules and Regulations, are paid in full. Such service charge shall not be imposed until the payment due date has passed. The TOWN waives any requirement of any other notice or any other preconditions or consents prior to termination. Upon the TOWN's full payment of any past due amounts and related charges, SCWA shall promptly reestablish service to the TOWN.

#### 7. USE OF FUNDS

All money paid by the TOWN to SCWA for water hereunder shall be used exclusively for the operation, maintenance, repair, replacement, improvement and/or extension of SCWA's water System, including establishment and maintenance of a reserve fund for capital improvements and payment of indebtedness incurred for the construction and/or expansion of the System.

#### 8. COMMENCEMENT OF PURCHASE OBLIGATION

A. The TOWN's obligation to purchase water shall begin on the date that all necessary governmental permits and approvals have been obtained by the TOWN and all infrastructure necessary to facilitate transmission of water from SCWA to the TOWN is completed and operational.

B. The TOWN shall diligently pursue such approvals, funding and construction and shall assist SCWA in obtaining any and all approvals needed by SCWA to facilitate delivery of water to the TOWN. Notwithstanding the foregoing,



SCWA shall have no obligation to deliver water at any time if, in its sole opinion, there are approvals outstanding that it deems necessary.

#### 9. AUTOMATIC RENEWAL

Upon expiration of the initial term of this Agreement, this Agreement will be deemed automatically renewed for one (1) year periods thereafter unless either party has provided written notice to the other of its intention to terminate. Notice of intention to terminate must be provided to the other party at least one (1) year in advance of the date that the Agreement is scheduled to terminate or, if terminated during a renewal period, at least three (3) months prior to the end of such period.

#### 10. SERVICE INTERRUPTION

SCWA reserves the right to interrupt service if it deems it necessary to do so for purposes of testing, repairs, addressing water quality issues, investigating and/or addressing potential infrastructure problems and in emergency situations. In the case of scheduled repairs necessitating interruption in service, SCWA shall provide prior written notice to the TOWN of any such planned interruption and shall reasonably coordinate the scheduling thereof with the TOWN in order to minimize the impact of any such planned interruption on the TOWN's operations. In all other cases, SCWA shall endeavor to provide written notice to the TOWN of unplanned interruptions, such as in the case of an emergency, as soon after SCWA becomes aware of any need to interrupt service as is reasonable under the circumstances, which notice shall describe the nature and cause of the interruption and expected duration thereof. When an

interruption is not planned and written notice is not feasible under the circumstances, SCWA shall provide notice to the Town as soon and in whatever manner most practicable and will endeavor to provide written notice as soon thereafter as may be feasible. In all cases, SCWA shall complete all work required to resume service as soon as possible so as to limit the duration of any such interruption to the maximum extent possible under the circumstances. In the event written notice is provided by e-mail, it shall be effective when sent.

#### 11. ASSIGNMENT

SCWA has the unilateral right to assign this Agreement to the County of Saratoga. However, other than such assignment, neither party may assign this Agreement without the prior written consent of the other. Other than through express assignment to the County of Saratoga, in the event SCWA obligations are assumed by any municipal or governmental entity having legal authority to do so, such assumption shall not be deemed an assignment. This Agreement shall be binding upon the parties, their lawful successors and/or lawful assigns.

#### 12. FORCE MAJEURE

A. No failure or delay in performance of this Agreement by either party shall be deemed to be a breach if such failure or delay is due to Force Majeure.

B. "Force Majeure" shall include any and all circumstances which are not within the control of the affected party and which circumstances such party is unable to prevent or overcome by the exercise of commercially reasonable due diligence which prevents or delays a party from performing its obligation hereunder. "Force

Majeure” shall also include the inability of SCWA to deliver or process sufficient water because of capacity, design, production or related issues. In no event shall economic hardship, the financial condition of either party, SCWA’s ability to sell the water at a greater price than that specified in this Agreement and/or the TOWN’s ability to purchase water at a lower price than that specified in this Agreement constitute Force Majeure.

C. Under no circumstances shall the TOWN be excused from its obligation to make payments for water delivered prior to any interruption of service occasioned by Force Majeure.

D. In the event that a party is prevented or delayed in the performance of its obligations hereunder by reason of Force Majeure, such party shall promptly provide written notice to the other party of such Force Majeure event, shall remedy the Force Majeure as soon as possible if commercially reasonable to do so, and shall resume performance of its obligations hereunder immediately after conclusion of the Force Majeure event.

E. If SCWA fails to provide water as set forth in this Agreement for an extended and unreasonable period of time due to a Force Majeure event, the TOWN may terminate this Agreement provided that the TOWN gives SCWA adequate and reasonable written notice of its intention to do so and provided SCWA has a reasonable opportunity to cure any failure prior to termination.

F. SCWA shall not be required under this Agreement to take any actions to resolve a Force Majeure event if it deems providing remedy to such event to not be in its financial best interests.

### 13. LIABILITY LIMITATIONS

Under no circumstance shall SCWA be responsible for the TOWN's lost revenues, profits or costs arising from or in any way relating to SCWA's breach of this Agreement, unless such claims arise from transmission by SCWA of non-potable, contaminated water. In no event shall SCWA be liable for direct, consequential, incidental, punitive, exemplary or indirect damages, lost profits, lost revenues or other business interruption damages, by statute, in tort, contract, or otherwise in connection with SCWA's performance of or failure to perform this Agreement, except that this shall not apply to claims arising from transmission by SCWA of non-potable, contaminated water. SCWA shall not be responsible for and does not guarantee the supply of water sufficient or necessary for fire prevention or suppression and shall in no manner be held liable for any resulting damage or claimed damage. SCWA shall not be responsible for maintaining any particular water pressure, water volume or water quality, except as may be required by any applicable Federal or New York State statute or regulation. Notwithstanding the foregoing, in the event of any party's gross negligence or willful misconduct, the other party's damages shall be limited to direct actual damages and shall not include incidental damages, consequential damages, third-party damages, liquidated damages, punitive damages or any other type of indirect damages. The TOWN hereby acknowledges that SCWA's inability to deliver or process sufficient water to the TOWN as a result of capacity, production, design and/or failure to obtain

and/or maintain any approvals as defined in this Agreement necessary to maintain and operate part or all of the System and SCWA's decision not to remedy shall not constitute gross negligence or willful misconduct on the part of SCWA. This provision shall control in the event of any conflict with any other provision of this Agreement.

#### 14. APPROVAL CONTINGENCY

This Agreement and all actions to be undertaken in furtherance thereof are contingent upon SCWA and the TOWN obtaining and maintaining any and all regulatory approvals and real property rights and interests that are necessary to fully and lawfully perform hereunder. Notwithstanding failure to obtain or maintain any approvals, the TOWN shall be obligated to make payment pursuant to Sections 1 and 6 above for any water it receives from SCWA.

#### 15. INSURANCE

The TOWN shall maintain in full force and effect the following insurance for the duration of this Agreement:

A. Comprehensive General Liability in the amounts of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage including products and completed operations and Automobile Liability. Coverage shall also include the perils of explosion, collapse and underground liability (XCU); Independent Contractor's Coverage; Personal Injury with contractual liability exclusion deleted and including for actions brought by employees or agents of the TOWN.

B. The TOWN may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Coverage must be on a follow-form basis. Coverage under such a policy shall be primary and non-contributory to the TOWN and any others noted above and must be maintained for at least five (5) years after the expiration of this Agreement.

C. All certificates of insurance furnished by the TOWN to SCWA shall include a waiver of subrogation in favor of SCWA and all policies of insurance in which SCWA is a named insured shall be primary and non-contributory to any other insurance providing coverage to SCWA.

#### 16. PUBLIC AUTHORITIES LAW AND SCWA RULES

The TOWN represents and warrants that, to the extent applicable, it has complied with New York State Public Authorities Law Section 1199-eee (20) and all other applicable provisions of New York State Public Authorities Law Section 1199-aaa *et seq.* The TOWN further represents and warrants that it will comply with SCWA's Rules and Regulations and Cross-Control Rules and Regulations as well as all other applicable laws, rules and regulations. In the event of any conflict between the provisions of SCWA's Rules and Regulations and Cross-Control Rules and Regulations and the terms and conditions of this Agreement, the terms of this Agreement shall apply.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the parties hereto and nothing herein shall be construed to create any duty to or standard of care with reference to, or any liability to, any person or entity not a party hereto.

#### 18. MUTUAL WORK PRODUCT

This Agreement is the mutual work product of the parties and shall not be construed against one party or the other as a result of the preparation, submission or other event of negotiation, drafting or execution hereof. Both parties have been represented by the attorneys of their own choosing in the drafting of this Agreement.

#### 19. AGREEMENT AUTHORIZATION

By executing this Agreement, both parties represent that they have obtained all necessary approvals in order to make this Agreement binding and effective. Nothing contained in this Agreement shall be interpreted or be construed as SCWA agreeing to act in a manner that is inconsistent with its obligations under any pre-existing SCWA agreements. Nothing contained herein shall be construed to require SCWA to take any action which violates any applicable law or regulation or any binding order, stipulation, judgment or decree of any Court or governmental authority of competent jurisdiction or other pre-existing and binding contractual or legal obligation and this Agreement shall be null and void to the extent it requires SCWA to violate any of the foregoing. The TOWN and SCWA represent and warrant that neither is a party to any binding order, stipulation, judgment or decree of any Court or governmental authority of competent

jurisdiction or other pre-existing contractual or legal obligation that would prevent it from fulfilling its obligations under this Agreement.

## 20. DISPUTE RESOLUTION

The parties agree that any claim or controversy arising out of the application or interpretation of or relating to this Agreement shall first be referred in writing to a representative of each party for resolution. If such representatives are unable to resolve the dispute within fifteen (15) days after written notice thereof is provided or such other period as the parties may mutually agree to in writing, the parties may pursue any legal or equitable remedies that may be available.

## 21. GOVERNING LAW AND VENUE

Construction of this Agreement shall be governed by the laws of the State of New York. One or more waivers by either party of any provision or condition hereof shall not be construed as waiver of any subsequent breach of that same provision or condition or any subsequent breach of any other provision or condition. Any legal action arising from or relating in any way to the subject matter of this Agreement shall be maintained in New York State Supreme Court, Saratoga County, New York or, if the jurisdictional threshold of such Court is not met, then the appropriate Court located in Saratoga County.

## 22. NOTICES

Unless otherwise specified in this Agreement, notices shall be in writing and may be delivered by hand delivery, United States Mail or overnight courier service. Notices



shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notwithstanding the foregoing, any notices that are hand-delivered shall be effective upon delivery. A party may change its contact information below by providing notice in this manner.

Notices to SCWA shall be sent to:

Ed Hernandez, Executive Director  
Saratoga County Water Authority  
260 Butler Road  
Gansevoort, NY 12831

Email: [executivedirector@saratogacountywaterauthority.com](mailto:executivedirector@saratogacountywaterauthority.com)

Notices to TOWN shall be sent to:

Jesse A. Fish  
Town Supervisor  
351 Reynolds Road  
Moreau, NY 12828

Email: [moreausuper@townofmoreau.org](mailto:moreausuper@townofmoreau.org)

With a copy to:

Mark Schachner, Esq.  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC  
49 Burlington Ave., 2<sup>nd</sup> Floor - PO Box 578  
Round Lake, NY 12151

Email: [mschachner@mmslaw.com](mailto:mschachner@mmslaw.com)

With a copy to:

Karla Buettner, Esq.  
Bartlett, Pontiff, Stewart & Rhodes, PC  
1 Washington Street  
Glens Falls, NY 12801

Email: [kwb@bpsrlaw.com](mailto:kwb@bpsrlaw.com)

SCWA Contact in Case of Emergencies:

Ed Hernandez, Executive Director  
(518) 761-2058

TOWN Contact in Case of Emergencies:

23. COMPLETE AGREEMENT

This Agreement reflects the final intent of the parties. Any purported modifications, rescissions or waivers will be effective only if in writing and signed on behalf of both parties with the same formalities used herein.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all which taken together shall constitute one instrument.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed.

SARATOGA COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Timothy Szczepaniak, Chairman                      DATE

TOWN OF MOREAU

By: \_\_\_\_\_  
Jesse A. Fish, Supervisor                              DATE

COPY

December 21, 2023

RESOLUTION

ADOPTING SEWER RATE SCHEDULE 2024

WHEREAS, the proposed sewer rate schedule sets forth rates for individual sewer districts and for a consolidated sewer district,

NOW, THEREFORE, IT IS:

RESOLVED, the town of Moreau town board hereby adopts the sewer rates for Sewer District No. 1 and Extension Nos. 1 through 4 as shown on the rate schedule made available for the public hearing on December 2, 2023 and attached hereto and made a part hereof; and it is further

RESOLVED, that the Town of Moreau Town Board hereby adopts the EDU rate shown on rate schedule shown for Extension 5 and waives the capital charges until 2025 to allow time for the Town Board determine how to share costs of sewer infrastructure that will benefit all Town sewer districts among benefitted sewer users; and be it further

RESOLVED, that reference to the consolidated sewer district shall be removed from the official rate sheet.

MOTION:   A    
SECOND:   MS  

Roll Call:

|                          | Aye | Nay |
|--------------------------|-----|-----|
| Councilmember Donohue    |     | ℓ   |
| Councilmember Noonan     | ℓ   |     |
| Councilmember Stewart    |     | ℓ   |
| Councilmember Van Tassel | ℓ   |     |
| Supervisor Kusnierz      | ℓ   |     |

I hereby certify that this Resolution was duly adopted by the Town Board of the Town Moreau at a regular meeting of the Town Board conducted on December 21, 2023.

By: \_\_\_\_\_  
Brenda Hutter, Town Clerk  
Town of Moreau

**COPY**

December 21, 2023

**RESOLUTION**

**SUBJECT: PROPOSED CONSOLIDATED SEWER DISTRICT**

WHEREAS, the town of Moreau undertook sewer district consolidation to correct legal and technical issues related to the formation of Sewer District No. 1, and Sewer District Extension Nos. 1, 2, 3 and 4; and

WHEREAS, in the absence of sewer district consolidation certain legal and technical issues need to be resolved in accordance with the Town Law; and

WHEREAS, Town funds instead of funds from Sewer District No.1 were expended to install the Moreau Industrial Park Forcemain to promote non-residential commercial development within the aforesaid sewer district; and

WHEREAS, according to the terms of a Facility Use Agreement entered into between the city of Glens Falls and the town of Moreau 150,000 gallons per day of treatment capacity was purchased using town funds for the sole use of Sewer District No. 1; and

WHEREAS, pursuant to the aforesaid Facility Use Agreement 40,000 gallons per day of treatment capacity was purchased from the city of Glens Falls using developer funds for the sole use of Sewer District No. 1, Extension 1; and

WHEREAS, approximately 96,000 gallons per day of treatment capacity is required for previously approved projects in Sewer District No. 1, Extension Nos. 2, 3 and 4; and

WHEREAS, certain developers within Sewer District No. 1, Extension Nos. 2, 3 and 4 paid the town for treatment capacity that was never purchased and instead was applied to reduce user fees associated with operation and maintenance expenses for the aforesaid sewer district extensions; and

WHEREAS, the town of Moreau never purchased sewer treatment capacity from the city of Glens Falls for Sewer District Nos. 1, Extension Nos. 2, 3 and 4; and

WHEREAS, Sewer District No. 1, Extension 5 infrastructure investments will allow the town to access treatment capacity from Saratoga County that will be readily accessible after private improvements are installed as described in the Grove on Sisson Developer Agreement dated September 16, 2021, and as revised by supplemental agreement dated February 7, 2023; and

WHEREAS, the town of Moreau must secure approximately 96,000 gallons per day of sewer treatment capacity to serve the approved projects within Sewer District No. 1, Extension Nos. 2, 3 and 4; and

WHEREAS, private connections to the Sewer District No. 1 forcemain were made to the benefit of private residential development projects without contributions toward the capital cost of the public forcemain; the lack of financial contributions to defray the cost of the forcemain can be considered a gift of public funds as set forth within Article VIII, §1 of the New York State Constitution; and

WHEREAS, in an attempt to recover a portion of the capital cost expended by the town to construct the Sewer District No. 1 forcemain, in 2010 and 2011 the town worked with the town engineer to estimate the value derived from future private developer's ability to connect to the Sewer District No. 1 forcemain; and

WHEREAS, Burley-Guminiak & Associates, Consulting Engineers, LLC, a competent engineer, estimated the value derived from access to the Sewer District No. 1 forcemain by private developers to equal \$1,750 per equivalent dwelling unit; and

WHEREAS, as documented in the town board's meeting minutes for January 10, 2012, Timothy Burley, P.E., calculated a per unit value based on a planned project that would provide service to about 2,000 units to equal \$3.5 million; and

WHEREAS, said meeting minutes document that the "\$1,750 connection fee was to recover the cost of capital" and not intended to help pay for a future project; and

WHEREAS, said meeting minutes also reflect that the \$1,750 connection fee would apply to the planned project if it ever moved forward, therein refuting claims that the connection fee was intended to fund a future project and reinforcing that the fee was to recover Sewer District No. 1 forcemain capital costs; and

WHEREAS, in a resolution dated January 10, 2012, the town board established a \$1,750 per equivalent dwelling unit sewer connection fee that was never repealed or increased to account for inflation; and

WHEREAS, multiple projects were subsequently approved after the sewer connection fee was established but without proper collection of connection fees as required by the aforesaid town board resolution; the uncollected balance exceeds \$1,000,000; and

WHEREAS, nonpayment of sewer connection fees is considered a gift of public funds since those connected to the sewer infrastructure are receiving a benefit for which payment has not been remitted and which must be suitably addressed; and

WHEREAS, when Sewer District No. 1 Extension Nos. 2, 3 and 4 developments connected to the sewer system, Town Code Sections 115-2 and 115-6 required that the Sewer Superintendent verify that all charges were paid before issuing any sewer permits; and

WHEREAS, on January 1, 2023, the responsibility for sewer fee billing was transferred from the Town Clerk to the Billing Coordinator; and

WHEREAS, by resolution dated October 24, 2023, the town of Moreau town board endorsed consolidation of the sole sewer district, the sewer district extensions and four out of district users and thereafter conducted a public hearing on sewer district consolidation on December 12, 2023, at which time all interested parties had the opportunity to speak either in favor of or against sewer district consolidation.

NOW, THEREFORE, IT IS:

RESOLVED, if sewer district consolidation is not implemented by January 1, 2025, the Billing Coordinator is hereby directed to invoice properties within Sewer District No. 1, Extension Nos. 2, 3, and 4 for unpaid sewer connection fees as applicable; and it is further

RESOLVED, that if sewer district consolidation is implemented on or before January 1, 2025, in a manner that causes all properties benefitted by the town's shared sewer system to contribute equitably toward capital costs, the sewer connection fees shall be waived and the Billing Clerk shall not seek payment.

MOTION:   MN  

SECOND:   N  

Roll Call:

|                          | Aye | Nay |
|--------------------------|-----|-----|
| Councilmember Donohue    | ✓   | ✓   |
| Councilmember Noonan     | ✓   |     |
| Councilmember Stewart    |     | ✓   |
| Councilmember Van Tassel | ✓   |     |
| Supervisor Kusnierz      | ✓   |     |

I hereby certify that this Resolution was duly adopted by the Town Board of the Town Moreau at a regular meeting of the Town Board conducted on December 21, 2023.

By: \_\_\_\_\_  
Brenda Hutter, Town Clerk  
Town of Moreau