

Agenda
Town of Moreau
Town Board Meeting
May 28, 2024
7:00PM

6:00 p.m. Special Meeting - Executive Session
6:45 p.m. Month-End Audit Meeting
7:00 p.m. Regular Town Board Meeting

Roll Call / Pledge of Allegiance

1. Set Future Meetings & Workshops
2. Approval of Minutes
 - April 23, 2024 - Month End Audit Meeting
 - April 23, 2024 - Regular Town Board Meeting
 - April 25, 2024 - Workshop
 - May 14, 2024 - Special Town Board Meeting
 - May 14, 2024 - Regular Town Board Meeting
3. Proclamation - Jennifer Smith

Public Comment Period

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

4. Old Business
 - Pest Control / Carpenter Bees
5. Local Law 4 of 2024 - Amend Section 124 of the Town Code
 - Declare Lead Agency
 - Set Public Hearing
6. Building Department
 - Stormwater Area Maintenance Agreement - The Preserve at Old Saratoga
7. Recreation Department Requests
 - New Hire
8. Water & Sewer Department
 - Backflow Preventer Inspection
 - Sewer - Out of District User Agreement & Fees
9. County Sewer Connection
 - Change Orders #5 & #6
 - Prepay - Approved Fortsville Rd Proposal

10. Bluebird Road Pump Station - Purchase
11. Pump Station Upgrade
12. Town Designated Engineers
13. Accepting Department Head Monthly Reports

Public Comment Period

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

14. Committee Reports
15. Supervisor's Items
16. Executive Session
17. Motion to Adjourn

The Month-End Audit Meeting of the Town Board of the Town of Moreau, Saratoga County was held at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 23rd day of April, 2024.

The month-end audit meeting was held in person. The Supervisor called the meeting to order at 6:45 PM with a roll call and the Pledge of Allegiance.

PRESENT: Kyle Noonan Councilmember
Patrick Killian Councilmember
Mark Stewart Councilmember
John Donohue, Jr. Councilmember
Jesse A. Fish, Jr. Supervisor

ALSO PRESENT: Ellen Buttles Second Deputy Town Clerk
Bill Nikas Special Counsel
Liz Bennett Confidential Secretary
Anna Labiak Water Department Clerk

OTHERS PRESENT: Aaron Shellow, Ann Purdue, Dominic Tom, Sue Lacy, Charlene Endal Gary Endal, Nicole Haddadnia, Andrew Rittenauer (?), Dave Byrne, Alen Portal (Post-Star reporter)

ITEM FOR DISCUSSION

A budget amendment was proposed for an upgrade of the Industrial Park sewer station. The amendment was adopted for the 2024 budget but the Board's approval is required before the purchase order can be issued and the services paid to G. A. Fleet Associates from account GI8110.2.

Resolution 143-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Noonan to approve the proposed budget amendment.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Supervisor Fish stated that the Board had received a memo from Chief Financial Clerk, Jeffrey Cruz, letting them know a budget amendment was needed for general sewer-related expenses. He continued, saying \$161,960 had been budgeted for 2024, of which, \$100,000 was specifically budgeted for the City of Glens Falls sewer bill. Supervisor Fish continued, saying the Glens Falls sewer bill came in at \$167,571. For comparison, he said the 2023 bill was \$90,261. The proposed amendment will allow enough funds for sewer through 2024, according to Supervisor Fish.

Resolution 144-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart to approve the proposed budget amendment.

Asked if all were in favor, the responses were as follows:

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Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Resolution 145-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Noonan to approve the April 2024 warrant as audited.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Resolution 146-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart to adjourn the month-end audit meeting.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

The audit meeting was adjourned at 6:49 PM.

Respectfully submitted,

Erin Trombley

Erin Trombley
Town Clerk

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PRESENT:	Kyle Noonan	Councilmember
	Patrick Killian	Councilmember
	Mark Stewart	Councilmember
	John Donohue	Councilmember
	Jesse A. Fish, Jr.	Supervisor

ALSO PRESENT:	Ellen Buttles	Second Deputy Town Clerk
	Bill Nikas	Special Counsel
	Liz Bennett	Confidential Secretary
	Anna Labiak	Water Department Clerk

OTHERS PRESENT: Aaron Shellow, Ann Purdue, Dominic Tom, Sue Lacy, Charlene Endal Gary Endal, Nicole Haddadnia, Andrew Rittenauer (?), Dave Byrne, Alex Portal (Post-Star reporter)

FUTURE MEETINGS & WORKSHOPS

Resolution 147-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, to set a special meeting for the purpose of an Executive Session to interview prospective engineering firms at 6:00 p.m. on May 14, 2024.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

APPROVAL OF MINUTES

Resolution 148-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to accept the minutes from the March 25 Special Board meeting.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Abstain
Councilmember Killian	Aye
Councilmember Stewart	Abstain
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 3:0

PUBLIC COMMENT FOR AGENDA ITEMS

No comments were made.

OLD BUSINESS

Supervisor Fish offered updates on recent issues brought to the Board by Town residents:

Regarding standing water on Gansevoort Road, Supervisor Fish said resident Tim Hudson took the initiative and paid to have a pipe cleaned out which cleared the water from three or four properties. Supervisor Fish said the Board thanks Mr. Hudson for doing that. Two or three additional properties are still having issues with standing water, he said, which the Town engineers will have to look at to see if there's anything the Town can do.

In reference to a property on Redmond Road which had been mentioned several times, Supervisor Fish said the Town code enforcer and new Town attorneys have working on a plan to get the property cleaned up in the coming weeks. It will be boarded up, and likely seized for non-payment of taxes, Supervisor Fish said. He thanked the attorneys for finding a path forward.

HIGHWAY DEPARTMENT REQUESTS

Resolution 149-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to allocate \$1,850.00 for the purchase of 36" culverts from account DB5110-493* [sic] under Saratoga County Contract #24-PWP-2112 from Lane Enterprises. *(The corrected account: DB5110-497.)

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

TRANSFER STATION REQUESTS

Resolution 150-2024 A motion was made by Councilmember Noonan, seconded by Councilmember Killian, to allocate an additional \$200 to the \$2,500 authorized by resolution on February 27, 2024 to complete ongoing repairs to the Transfer Station recycling building for a total expense not to exceed \$2,7000 from account TS8160.4.

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Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

RECREATION DEPARTMENT REQUESTS

Memorialization of vote:

Resolution 151-2024 A motion was made by Councilmember Noonan, seconded by Councilmember Killian, to purchase 108 tons of red diamond clay from Hadeka Stone Corp. at a cost of \$5,724 from account A7140.4.

Discussion: Councilmember Stewart thanked the vendor for getting on the project quickly.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to purchase four rolls of 17.5-foot and one roll of 12.5-foot road fabric from Albany Winwater for a sum not to exceed \$1,637.87 from account A7140.4 to expand the parking lot.

Discussion: Councilmember Stewart speaking on behalf of Recreation Director Brogan said the request was made for the project to be paid out of the capital fund now to get the work done but once a full plan is developed, he would like to be able to put the money back. The goal is for the project to be a group project working with Youth Baseball, The Town Recreation Department, The Recreation Committee, and the Supervisor's office. Some of the work is able to move ahead now with the assistance of the BOCES program.

No vote was held.

Resolution 152-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to purchase approximately 400 tons of crusher run stone for the Little League parking lot from Peckham Materials for a sum not to exceed \$4,000 from account A7140.4.

Asked if all were in favor, the responses were as follows:

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Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Resolution 153-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to hire Dylan Keech as a part-time, seasonal Recreation Department employee at the rate of \$15.00/hr. after successful completion of a background check and pre-employment physical.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

ASSESSOR'S OFFICE REQUEST

Supervisor Fish asked the Second Deputy Clerk to read the letter into the minutes:

“Dear Supervisor Fish and Town Board Members:

The Senior Assessment Clerk in my office, Riley McGuiggan, has put in his two weeks' notice and his last day in the office will be April 24, 2024.

To keep the Assessor's office open at all hours and to best serve the public with phone calls and office visits, I respectfully request to temporarily have Kathy Perez assist me in the Assessor's Office until a full-time replacement for Riley has been found. Due to the timing of the Tentative Assessment Roll (May 1), approximately 5,000 change of assessments notices are to be mail the last week of April. These notices will bring an upswing of telephone calls to the Assessor's Office as well as residents visiting the office with questions. I would like to have the office approximately staffed with 2 people ensuring all phone calls and all concerns of residents are addressed.

I would request up to 30 hours of assistance per week with the money to be pulled from account A1355.4 at a rate of pay set by the Town Board. I appreciate your consideration in this matter.

Leah M. Cronin”

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Resolution 154-2024 A motion was made by Councilmember Killian, seconded by Councilmember Noonan, to authorize the retention of Kathy Perez as a Substitute Clerk in the Assessor's office beginning April 25 for up to 30 hours per week at a rate of \$20/hr. until a new full-time Clerk is hired.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

WATER DEPARTMENT REQUEST

Resolution 155-2024 A motion was made by Councilmember Noonan, seconded by Councilmember Stewart, to authorize payment of vouchers to Rob Campchero for daily Water Department inspections at a rate of \$50/hr. on a contract basis.

Supervisor Fish explained that no vouchers had been submitted for 6 months and Mr. Campchero was not hired during the January organizational meeting because it was unknown that he was providing services to the Town. Supervisor Fish said he has asked for vouchers to be submitted monthly.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

STOREDTECH RENEWAL

Resolution 156-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to authorize the Supervisor to sign a three-year contract with StoredTech for internet firewall security at a cost not to exceed \$4,283.20 to be paid from account A1620.41.

Discussion: Councilmember Killian asked what had been done for this kind of service and renewal of contracts. Councilmember Noonan said he was unsure whether this renewal is of an expiring 3-year contract, but he referenced an incident where the Town was a victim of ransomware on Christmas, and this provider was contracted with to provide security service at that time. He added that the Town saves money by entering into a 3-year contract instead of a 1-year contract, and there have not been issues since the company began providing

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the service. Councilmember Killian said it would have been nice to have something before there were 10 days left to decide, such as 6-months before the end of the contract. Councilmember Noonan asked if he wanted to enter into a 1-year contract instead and start all over again in 6 months. Councilmember Stewart said it was a good idea on all future contracts to look ahead before the end to have time if a change is needed, but also that StoredTech had not been problematic, so to save money on the three-year contract is good.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

PUBLIC COMMENT PERIOD

Dominic Tom reminded the Board that in January, as part of his wish list, he recommended the Town hire its own Water Superintendent, and this meeting, he said, provided proof that an on-site employee was needed in the Department. He cited a witness account of a Town employee who had taken a Town vehicle to go drinking. Now there's an employee, he said, who misunderstood or failed to follow directions on submitting his vouchers.

Mr. Tom went on to say he had caught the last part of a PBS program called "Poison Ground, a Tragedy at Love Canal." Thousands of tons of hazardous chemicals were buried near an established residential neighborhood there, near Niagara Falls. In 1981, when he was a reporter, he said he received a call from previous Town of Moreau Supervisor Gardner Congdon telling him about the "mini-Live Canal" in Moreau, and asking if he would like to come and see if the story was worth covering. He was referencing the Caputo dump site, which became a big media story eventually. A NYSDEC wildlife pathologist visited, he said, and then residents South of the Fort Edward General Electric facility called saying many chemicals, including PCBs, were found in their drinking and bathing water. The thing he said he learned from his experiences here and in the Love Canal program is that the people won, but also the chemicals at Love Canal are still there and a playground stands nearby. He hoped people and especially Town officials realize the toxic chemicals can't be cleaned.

Supervisor Fish said what's called Area 1 still has monitored wells. PCBs from a dump site leaked into that area, near Terry, Myron, and Castle, he said, so much so that he said GE lost a lawsuit and had to run a sewer line from the Village of South Glens Falls to the development near Bluebird Road and then discontinue using their wells, even for outside watering due to contamination. He thanks Mr. Tom for raising the issue.

SUPERVISOR'S ITEMS

Supervisor Fish said some mosquito dunks had been ordered and would be available to pick up at Town Hall. Councilmember Noonan asked what the dispersal method would be, can people get as many as they want? Supervisor Fish said each dunk covers so many square feet so a person needs to know how big an area they

need to treat. Councilmember Noonan said distribution was more or less regulated over the years, and at one point if someone came and asked for 100, they were given 100. Supervisor Fish said if you want 100 you can have 100 but you need to have to put them somewhere that needs 100. He went on to say it had been a few years since the Town provided any so the Town is getting some. Councilmember Killian asked if the information will be on the website, and Supervisor Fish said yes.

COMMITTEE REPORTS

Councilmember Noonan asked what the purpose or agenda of the Special Town Board Meeting scheduled for April 25 would be. Supervisor Fish asked if he had received a memo from Jim (Martin). Councilmember Noonan said he did, and asked if members have already been selected for a Task Force. Supervisor Fish explained that what Jim Martin suggested a Task Force to engage people from different constituencies in the Town to gather ideas and help develop the upgraded Comprehensive Plan in Moreau manufacturing and industrial zones. Councilmember Noonan asked if the Board had reached out yet, and said he believed the group had already been chosen. He said he didn't think all the Board members were aware of the names yet. Supervisor Fish said the list is not finalized yet. Councilmember Noonan asked if the names would eventually be shared. Supervisor Fish said, "Absolutely." Asked when, Supervisor Fish said when the list is finalized it will be shared.

Councilmember Noonan asked who had reached out to prospective members of the Task Force, to which Supervisor Fish answered that he, his secretary, and Jim Martin had reached out. Councilmember Noonan asked of Supervisor Fish would share the names with Board Members. Supervisor Fish said if he would come to his office, he would be happy to provide Councilmember Noonan with the names. Supervisor Fish said he had asked Councilmember Noonan to come to his office two weeks prior when a question was raised but that he refused to do so, but now he wants to talk about it at a public meeting. Councilmember Noonan said that's what Board members do, talk about things in public meetings. Supervisor Fish countered that first the Board discusses issues and then they bring it to the public when it is "straightened out." Councilmember Noonan said the task force has an important responsibility and nobody knows who they are.

Councilmember Donohue said to Councilmember Noonan that this is just the beginning of the process, trying to get some people engaged, but they might not be the same people who make up the final committee. The back-and-forth discussion continued. Please refer to the recorded audio of the meeting for more details (at approx. the 34-minute mark).

Councilmember Stewart said clean-ups had taken place over the weekend, and he gave a nod to the Recreation Department staff, who had extra work to do as a result. He estimated 300-400 kids and at least as many parents present. He acknowledged Youth Softball, Youth Baseball, Boys Lacrosse, Lacrosse, Moreau Community Center, and a church group would be coming the following weekend. Again he thanked the staff for working the dumpsters and picking up all the clippings the volunteers generated. He encouraged everyone to go to the Rec to see the work that's been done, and praised Jeremy Brogan for the good work he's done getting the parking lot ready for baseball season. He estimated the work there would create an additional 60 parking spots in three weeks. Councilmember Stewart said parking had been an issue there for a long time. Youth Baseball, Recreation Director Brogan, the Supervisor's office, the Rec Committee will work together, and now see the possibility of adding a tee-ball field in a newly-cleared 5-acre area. In a month or so, he said he expected a plan to come forward for future work.

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ADJOURNMENT

Resolution 157-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Noonan, to adjourn the meeting.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

The meeting was adjourned at 7:39 p.m.

Respectfully submitted,

Erin Trombley

Erin Trombley
Town Clerk

A Workshop was held by the Town Board of the Town of Moreau, Saratoga County, at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 25th day of April, 2024.

The meeting was held in person. The Supervisor called the meeting to order at 6:33 PM with a roll call and the Pledge of Allegiance.

PRESENT: Patrick Killian Councilmember
Mark Stewart Councilmember
John Donohue Councilmember
Jesse A. Fish, Jr. Supervisor

ALSO PRESENT: Erin Trombley Town Clerk
Jim Martin Zoning Administrator
Josh Westfall Building, Planning and Development Coordinator
Liz Bennett Confidential Secretary

OTHERS PRESENT: Tom Masso, Ann Purdue, Gina LeClair, Bob LeClair, Aaron Lavine, Nicole Haddadnia

WORKSHOP

Supervisor Fish explained the purpose of the Workshop, which is to update the Town's comprehensive plan and zoning codes. The Board is seeking members of the community to engage in the process. He then introduced Jim Martin, the outgoing Zoning Administrator, to discuss next steps.

Jim Martin thanked the Board for creating an overlap of three weeks to allow for a transition between himself and Josh Westfall, the new Building, Planning and Development Coordinator (BPD Coordinator). He said they were working together on ongoing projects and PUDs together, and this was very beneficial for both Josh and the Boards. He then offered a zoning code update.

He said in 2015 the Town hired LA Group to update the Town's comprehensive plan and zoning law. The last plan for the Town took 10 years (1999-2009). The comprehensive plan was updated and adopted in 2019. New York State strongly implies in State law that the comprehensive plan precedes zoning and planning updates. Mr. Martin went on, saying zoning updates began, then stalled. A grant from the NYS Department of Agriculture and Markets sparked more movement following a farmland retention plan that was also done at that time. A zoning audit was conducted during the grant. This analysis gave detailed areas for improvement. \$15,000 was awarded to subsidize the necessary zoning updates, which was to be completed by April 2023. Jim said he drafted an update to zoning law 149 and accompanying updated map, which were sent to the State for the grant award, but the drafted updates were not completed and no action was taken. These documents are a starting place, he said, for this review.

Now the moratorium is in place. Three industrial zoning districts (1, 1A, 2) in Town need drastic updates, he said, adding that changes to use schedules and other details need to be considered in the moratorium. The Town code overall has shortcomings, he said, listing signs, fences, and chickens, which are all types of land use regulations that have separate chapters in Town law, outside the Chapter 149 zoning law. Instead, he said, everything should be covered in zoning law. Jim said Josh has no jurisdiction over enforcement of individual chapters of code outside the zoning chapter, which he called inefficient, and confusing for people trying to adhere to regulations believing they only need to look at zoning for that guidance. Signs, fences, and regulations around keeping chickens, he said, are addressed in the drafted code. Not included in the draft is

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solar law, which he said should be covered by zoning as well. He added that most of the work on the solar law is complete, needs to be finished up. Chapter 92 should be in zoning and land use, he said, and that another concern is to address the old map (circa 1989), which has arbitrary boundaries that don't align with parcel boundaries. This creates complexity that is difficult to manage, he said. He continued saying 290 parcels have split zoning and that the map he has drafted addresses those issues. He said he created a spreadsheet listing the owners of affected properties so the owners could be contacted and engaged in the process.

Mr. Martin said that, as he sees it, the Board has two options at this juncture: 1) look at the three individual districts (industrial, manufacturing) only, or 2) use this opportunity to review the whole zoning ordinance chapter and make necessary updates. Jim said he recommends option 2. The 2009 comprehensive plan and 2013 zoning updates were drafted and never acted upon, he said, and the current draft referred to 2013 updates to inform changes. Having spoken to one of the new Town attorneys the day of the meeting, Jim said lots of zoning changes are happening in the State, citing Saranac Lake as an example of a Town now using a single development code, unified. He said they had dissolved their Zoning and Planning Boards and created a Unified Development Board. He said this requires fewer volunteers (five) to be appointed and that things up for review may be addressed at one meeting. He said it is a growing trend, then restated that he advised to review the entire code.

Supervisor Fish asked about a timeline proposal on option 2. Jim responded that without the drafted zoning chapter and map it would be difficult to complete in 9 months, but that it could be done in 9 months. He suggested starting with Industrial Zoning and advancing changes for those areas to stay within the timing of the moratorium. Councilmember Stewart agreed that the work Jim had done was very beneficial to the process and everything needed to be updated, then asked if additional revisions can be made after the moratorium ends, if needed. Jim said yes, and suggested three districts may no longer be needed, and that perhaps they should eliminate the "industrial" language in favor of business and technology language, away from heavy industrial. He explained that heavy manufacturing is unpopular with the electorate, and that a business and tech zone may be more appropriate, as an example. Councilmember Killian asked if a technology park was more of a blanket, adding he had seen a few business and technology districts around. Jim said his sense is that a use oriented to offices and away from processing materials is the direction to go.

BPD Coordinator Westfall said he read the code and agrees with Jim, that the draft documents are a good start. They don't address individual districts. Jim said community input and review is needed in the Industrial Zones. A public meeting is needed to receive input early in the process, he said, to hear what people think the best uses of these districts are.

Councilmember Stewart said public input is the most important and asked what resources they should start working on right away, such as a traffic study or study of the population. Jim suggested the Board members read the 2019 comprehensive plan. He said economic, population, school enrollment, and other trends are covered by the plan. Councilmember Stewart followed up by asking specifically about a traffic study. Jim said there was a traffic study of the Rte. 9 corridor, he believed in 2013. He said the Planning Board would like the Town Board to appropriate funds to update that traffic study to consider current and future congestion issues based on anticipated growth projects. Jim said the Glens Falls Adirondack Transportation Council funded the study before and could do so again.

Councilmember Stewart asked if the traffic study in question was at the corner of Spier Falls Rd and Ft. Edward was suitable for a roundabout, and would he recommend extending the new traffic study all the way to the Industrial

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Park. Jim said he recommends reaching out to the Village to work together on assessing all of Rte. 9 from the Glens Falls bridge to Wilton. Councilmember Killian vocalized support for that idea. Jim said Moreau is in a geographically, strategically valuable spot due to its composition, excellent soil, and ongoing growth. He said communities need to grow or they die, that the growth needs management and regulation and to suit the needs of the community, but that growth is fundamental. Councilmember Stewart asked whether combining Planning & Zoning Boards is something that should be done during the zoning review or separately. Jim said it should be separate, that it could be done but doesn't want to bog down the process, so it's something to consider for the future.

Councilmember Killian asked what kinds of grants could be applied for based on growth, and asked how long it takes for grants to come in. Mr. Martin said he was employed on a contractual basis to work for the Town 2 days a week, but that Josh (Westfall) is employed by the Town full-time with great grant-writing experience. He went on to say grant funding is available every year, with applications opening in May being due in July. He said there are many programs the Town could go for. Councilmember Killian asked about the application process. BPD Coordinator Westfall said they could apply for infrastructure projects, or recreation, for example, by June, the award comes around December, and the contract comes early the following year and work can begin. Mr. Martin said there is a ready-made plan for passive recreation near the Industrial Park—the Hudson River Trails Parks Trail System plan needs updates, but could be filed this year with 75% grant funding to add to Town recreation funds. Supervisor Fish said another potential project to seek funding for is completion of the handicap accessible playground at the Rec Park. He also mentioned extending the sewer across the Northway so people on the other side could hook up to it, which Jim said would complement the zoning in that area as well. Councilmember Stewart asked Jim if he thought NYS could be engaged in connecting sewer to the facilities at Moreau Lake to eliminate dumping waste near Moreau Lake. Jim said that would be a good argument to extend the line, and he said he knew of two developers having obtained land on that side of the highway recently for whom extending the sewer line is a factor in their projects

Councilmember Stewart asked for clarification on the composition of a task force to work on the zoning updates, and mentioned that there had been a death in Councilmember Noonan's family, which is why he was not present at the meeting. Mr. Martin said the Board should choose option 1 or 2 and consult with residents of the community. Whether they call it an Advisory Committee or Task Force, he said this constituent body should be formed, and structured in a way to be reflective of a diverse cross-section of the community. He suggested the group not be too large, saying in his experience 7-9 people is optimal. Before this body is formed, there should be a public meeting to get input. Once the Task Force or Advisory Committee is formed, they can work with Josh.

Councilmember Stewart asked for additional clarification – should it consist of residents only? Jim said yes, it's a Town committee working on Town law, it should consist of Town residents, but added that the group/committee/task force can access other resources as needed. Councilmember Stewart asked if it's a community committee or an appointed task force. Jim said he uses the terms interchangeably, and it was always intended to be an appointed committee by the Board, and as such their meetings would be subject to the Open Meetings law. He also said the Board should have a liaison or two in attendance at the group/committee/task force meetings to bring updates before the Board regularly. Councilmember Stewart asked if the Board can make suggestions to the constituent group before the plan is finalized. Jim answered in the affirmative. He also said nobody but Josh is a zoning expert, and he can help craft what the group would like the Board to review. Suggestions of the group are not the final word, Jim said, adding that the Board and

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public will have feedback and opportunities to make changes before everything is finalized. He said once formed, the plan will be presented at a public hearing.

Councilmember Stewart asked if this kind of project typically goes to a special election. Jim said he did not know, and said this would be a question for the Town attorney. He said he did not have all the answers, but the Task Force was his idea based on his years of experience, and is the best way to include the community through the process while lifting the heavy work off the Board so they can continue with other Town business.

Supervisor Fish asked if any attendees has questions for Jim or Josh. Confidential Secretary Liz Bennett asked Jim to define “residents” in relation to appointees to the new committee. Jim said the Board can define who they want to participate, for example property owners vs. residents. Councilmember Stewart asked if the new group should be open to the community or be appointed. Jim said the group will be more credible if members are appointed.

Tom Masso said he was concerned with the timeline and asked how much of the new code is already drafted to replace the standing code. Mr. Martin responded that consolidation of the broader zoning has been drafted, but that Industrial had not yet been drafted because of community interest and controversy—he wanted more input. Mr. Masso said he believed extending the scope beyond the Industrial code will be too large an undertaking to complete in 8.5 months, that it’s not focused enough. Jim said that feedback was reasonable and understandable. As an alternative, Mr. Martin suggested that change could be structured around Industrial code first, then to address other code changes. Supervisor Fish said the updates need to be finished and enacted this time, they need to carry the work all the way through to completion. He continued reiterating that once they do the Industrial Zones they can keep going on to the rest. Jim said getting structure set, community input, and start work on Industrial Zoning, a lot of time will have passed. The Industrial Zone is a priority, he said. He suggested a preliminary schedule be established and that it be adhered to.

Gina LeClair said a task force is a good idea and that there is a lot to be gained. She said she always wanted to be chosen for it in the past. She said to remember that the committee will be advising the Board, and to establish that hierarchy, but the decision in the end belongs to the Board. Jim said to build in regular interim reports from the committee to the Board when setting the schedule to ensure regular exchanges take place. Supervisor Fish said all Board members should be involved, even if it’s only two at a time.

Councilmember Stewart said May is not optimal to set a scheduled public hearing due to events and vacations in coming months. Jim responded saying first they should establish the task force, then set the public hearing and schedule. Usually, he said, they like to avoid summer scheduling, but the timeframe of the moratorium is what it is. He suggested setting the second meeting or hearing after Labor Day to regroup.

Someone asked if extending the moratorium is an option. Mr. Martin said the first extension of a moratorium is “ministerial,” if needed. The same meeting attendee asked if draft documents could go to Planning and Zoning Boards. Jim said he suggests dividing the code into about 15 pages at a time for review. Supervisor Fish said if the Industrial Park zoning is finished and the moratorium is lifted, they can continue working on the rest of the code. Jim agreed and said Industrial Zone changes will cause changes in other parts of the code, for example, definitions that are created may impact other instances where a term is used in the entire code. He then said this is an ongoing process, and to contact himself and Mr. Westfall. Supervisor Fish thanked him. Councilmember Stewart acknowledged Mr. Martin’s forthcoming retirement, thanking him for everything he

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has done for the Town over the years. Councilmember Donohue agreed, and said Jim had always walked him Board through anything he needed.

Resolution 158-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to adjourn the workshop.

Asked if all were in favor, the responses were as follows:

Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:0

The meeting was adjourned at 7:46 p.m.

Respectfully submitted,

Erin Trombley

Erin Trombley
Town Clerk

A Special Meeting was held by the Town Board of the Town of Moreau, Saratoga County, at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 14th day of May, 2024.

The special meeting was held in person. The Supervisor called the meeting to order at 6:00 PM with a roll call.

PRESENT: Kyle Noonan Councilmember
Patrick Killian Councilmember
Mark Stewart Councilmember
John Donohue, Jr. Councilmember
Jesse A. Fish, Jr. Supervisor

ALSO PRESENT: Erin Trombley Town Clerk

OTHERS PRESENT: None

FUTURE MEETINGS & WORKSHOPS

Resolution 158-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to enter into Executive Session.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Following the Executive Session, Supervisor Fish stated that no action had been taken in Executive Session.

ADJOURNMENT

Resolution 159-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to adjourn the meeting.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

The meeting was adjourned at 6:15 p.m.

Respectfully submitted,
Erin Trombley
Erin Trombley, Town Clerk

A Special Meeting was held by the Town Board of the Town of Moreau, Saratoga County, at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 14th day of May, 2024.

The special meeting was held in person. The Supervisor called the meeting to order at 7:03 PM with a roll call and the Pledge of Allegiance.

PRESENT:	Kyle Noonan	Councilmember
	Patrick Killian	Councilmember
	Mark Stewart	Councilmember
	John Donohue, Jr.	Councilmember
	Jesse A. Fish, Jr.	Supervisor

ALSO PRESENT:	Erin Trombley	Town Clerk
	Elizabeth Bennett	Confidential Secretary
	Chris Abrams	Highway Superintendent
	Jeremy Brogan	Director of Recreation

OTHERS PRESENT: Nicole Haddadnia, Dave Byrne, Dominic Tom, Alex Portal (Post-Star reporter)

FUTURE MEETINGS & WORKSHOPS

No future meetings or workshops were scheduled.

APPROVAL OF MINUTES

Resolution 160-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to accept the April 9, 2024 minutes as presented.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Abstain
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Abstain
Supervisor Fish	Aye

The motion carried 3:0

PUBLIC COMMENT FOR AGENDA ITEMS

No comments were made.

OLD BUSINESS

Supervisor Fish said Town attorneys had looked into returning tournament fees in the event of a rain-out. He said they will work with staff to revise the Field Use Request Form for future use, and that refunding Chris Scarincio 2023 fees or issuing a credit should not be interpreted as a gift. Supervisor Fish went on to say that Mr. Scarincio had paid \$3,075 for the tournament that was canceled due to rain. He said Recreation Director Brogan reported that the Town incurred a cost of \$500 for the day.

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Resolution 161-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to issue a credit to Chris Scarincio in the amount of \$2,575 from his 2023 tournament fees to be applied to a 2024 tournament.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Opposed
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:1

Resolution 162-2024 A motion was made by Councilmember Noonan, seconded by Councilmember Stewart, to discontinue overtime pay in the Town Clerk's office.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Agenda Item 4: County Sewer Connection Change Order #5, tabled until more information is available and can be discussed in an attorney/client session.

RECREATION DEPARTMENT REQUESTS

The Big 3 Basketball Camp

Supervisor Fish said The Big 3 Basketball Camp has been run by the Town for four years. He said the Town pays the coach and in 2023 it ran at a loss of \$813. Councilmember Noonan said he does not oppose Coach Vasak running the program, but expressed concern that there are other summer programs that are free of charge. He went on to say the Town is asked to pay coaches and buy shirts regardless of registrations, so there is potential for loss again this year. He said he thought, in light of the many opportunities afforded to Moreau residents by the school, families may not choose to spend the money, and said he wondered if there was a way to run it without risk of loss. Councilmember Stewart said running Town camps and programs are what the Town hired a Recreation Director to do. He continued, saying the majority of our programs are run by outside organizations. He said if the camp has large enrollment, it will turn a profit that the Town keeps, whereas when outside groups use Town facilities, they make money. He agreed that the financial loss is a concern, but it does cost the Town money to provide services like this. Councilmember Stewart said he would like to try the

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program again because it gives kids a chance to get outside, learn some skills, and provides some summer employment, which he said was tax money well spent.

Councilmember Killian asked if the timeframe had changed. Councilmembers Noonan and Stewart said the program is 3-4 weeks in July with the flexibility to enroll in one or multiple weeks and a discounted rate for registration for all weeks. Councilmember Killian said he agreed with Councilmember Stewart, adding whether 20 or 200 kids, it's part of the Town's responsibility to provide opportunities to the kids. Councilmember Stewart clarified that there is a fee paid for participating children. Supervisor Fish asked how much the fee was. Councilmember Noonan said for all 4 weeks, the fee is \$175, and single weeks are \$50 each. Councilmember Killian asked what happens if it rains. Supervisor Fish asked what the figure was for the program to break even and how are salaries calculated. Councilmember Stewart said the staff fees are established at \$1,200 for the Director, \$900 for Assistant Director, and \$600 for Assistant Coach. The break-even number of participants is 12, Councilmember Stewart said, adding that he believed that was a do-able number of participants, and if they cannot get that many, he would "fold his cards," having given the program another try with better advertising.

Supervisor Fish asked if the camp was running at the same time as the school offerings, to which Councilmember Stewart answered affirmatively but adding that he did not believe the school program ran the whole month of July. Councilmember Noonan said the school programs do last the month of July. He went on to say that 2024 is the last year the school programs would be offered for free, so not to give up after this year if it doesn't work out. He said there are just so many opportunities it could be a challenge to grow enrollment, but if it's a service the Town provides, then it's a service the Town provides. Councilmember Stewart added that the school programs are not open to students in grades 1-3, but the Town program is, so he said we should focus on enrolling those students. He said it should be no problem to get 12 students from the four elementary schools to enroll especially with better advertising through the school. Recreation Director Brogan confirmed that material was distributed too late at the schools to get word out to the kids in 2023.

Resolution 163-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to accept the Big 3 Basketball Camp as provided.

Supervisor Fish called for a roll call vote, to which the following responses were recorded:

Councilmember Noonan	No
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:1

Resolution 164-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to hire Jake Carpenter and John Lanfear at a rate of \$15/hr. pending successful completion of pre-employment physicals and background checks.

Asked if all were in favor, the responses were as follows:

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Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

ASSESSOR'S OFFICE

A motion was made by Councilmember Donohue to approve the hire of Matthew Espey as Sr. Assessment Clerk at a salary of \$43,500/year, to begin work on or about May 30, 2024.

Discussion: Councilmember Stewart said he did not support that hire at the stated rate and would like to make a motion to hire Mr. Espey at a rate of \$45,000/yr. based on the recommendation of the Assessor, the candidate's qualifications, and employment history. He added the sum was budgeted for 2024 and it's a different type of work than the other clerks. Supervisor Fish said the motion on the floor was for \$43,500. Councilmember Donohue rescinded the motion.

Supervisor Fish consulted with counsel about whether this discussion should be held in a public meeting. Attorney Bruening indicated this is a budget item. Supervisor Fish continued, saying he does not support a \$45,000 salary because it is \$4,000 higher than another clerk with three years on the job, because the candidate agreed to take the position at \$43,500, and looking at the overall budget he thinks the proposed amount is the right sum to offer. He went on to add that it would be unfair to their first-choice candidate, who had turned down the position and was not offered the position at \$45,000. Councilmember Stewart said that since the other candidate turned the position down, they are not under consideration at this time. He expressed that he didn't think it was right to hold back pay from a candidate who deserves and is qualified for it and who would hold a different title based on the pay of other clerks. He said if the other clerk salaries need to be reviewed or adjusted, they should be done separately. He also posited the idea of dropping the "Senior" part of the position title if they want to pay them as a Clerk.

Councilmember Killian asked what the differences are in the Senior Clerk and Clerk positions. Supervisor Fish said he didn't know what he did in the Village but that he was being moved. Councilmember Killian asked whether this candidate had additional credentials. Supervisor Fish said the candidate had no more credentials than the other candidate. Councilmember Stewart reiterated that the other candidate is not up for consideration, having turned down the position. He said if someone wanted to they could make another motion at \$43,500 but he said he wanted to support department heads, who will be in their positions long than the Board members will be. He said this department head is loyal, knowledgeable, knows what her department needs to work on. He said the department head had justified the higher salary and reiterated that the sum is in the budget for 2024.

Councilmember Donohue said he agreed with Jesse, and though he saw both sides of the argument, and visited both the Assessor's office and the Supervisor's office to discuss it, the deciding factor for him was that the candidate had agreed to take the position at \$43,500. He said if the candidate had bargained for more, he would have gone for the higher rate to avoid losing out on a good candidate. He said if they start the candidate

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at \$43,500 they could revisit the pay when working on the 2025 budget. Councilmember Stewart said to look at the candidate's current pay rate, the \$45,000 line item in the budget doesn't come close. Councilmember Donohue said that he had changed his mind to agree with the Supervisor when the candidate accepted the \$43,500 offer. A Board member asked the Supervisor if that was correct. Supervisor Fish confirmed. Councilmember Stewart indicated he was not aware of that. Councilmember Noonan asked whose responsibility it is to make the offer, and whether Supervisor Fish called and spoke to the candidate. Supervisor Fish stated that he had not spoken to him, but had participated in interviews with the three candidates. Councilmember Killian said he had not been able to reach the candidate by phone. Supervisor Fish said he believed the salary range for the position had been between \$41,600 and \$45,000.

Resolution 165-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Noonan, to approve the hire of Matthew Espey as Sr. Assessment Clerk at a salary of \$45,000/year, to begin work on or about May 30, 2024.

Supervisor Fish called for a roll call vote, to which the following responses were recorded:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	No

The motion carried 4:1

ZONING BOARD OF APPEALS

Supervisor Fish said there had been a resignation from the Zoning Board of Appeals. He then asked the Clerk to read a letter from Kevin Elms into the record:

"Jesse A. Fish Jr., Town Supervisor,

I understand there is an open seat on the Zoning Board. I am currently an Alternate for the Planning Board. The seats are all full for the Planning Board at this time. I would like to be considered for the open seat on the Zoning Board. I have a great deal of experience with zoning. Thank you for your consideration."

Resolution 166-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to appoint Kevin Elms to the term of Matt Manning, expiring 12/31/2024.

Discussion: Councilmember Stewart said he had not had a chance to contact another applicant, referencing an application he had in-hand, and asked if others had contacted her. The Town Clerk and Confidential Secretary explained that the applicant had applied for a Zoning and Planning Board Secretary position, but had rescinded the application.

Asked if all were in favor, the responses were as follows:

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Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

ADVISORY TASK FORCE

Supervisor Fish said a slate of proposed names for the Advisory Task Force had been given to the Board, as outlined by the recently retired Zoning Administrator, Jim Martin. He said he and Councilmember Donohue would serve as non-voting members of the body.

Resolution 167-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to appoint the following individuals to the Advisory Task Force: Gerald Endall, Bradley Toohill, Sandy Mahoney, Lauren Sullivan, Lisa Ostrander, Karen Tracy, Maureen Jackson, Ed Smith, and Alan Oppenheim and Dan Galusha.

Discussion: Supervisor Fish clarified that Alan Oppenheim and Dan Galusha would be appointed to a single seat, with one or the other attending each meeting as available. The reason they are included, according to Supervisor Fish, is because they are owners in the Industrial Park. Councilmember Stewart asked of the last two members would only have a single vote together. Supervisor Fish answered affirmatively. Councilmember Donohue said the list included a good cross-section of the community, and would make a well-rounded task force. Councilmember Stewart said he was comfortable with it, and the scope of the group had been detailed by Building, Planning and Development Coordinator (BPD Coordinator), Josh Westfall, and Jim Martin. Councilmember Killian said he agreed.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Resolution 168-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to accept the Advisory Task Force Scope of Work document presented to the Board by BPD Coordinator Westfall.

Asked if all were in favor, the responses were as follows:

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Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

BLUEBIRD ROAD PUMP STATION

Discussion on this item was tabled.

HISTORIAN REQUEST

Resolution 169-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to pay for an APHNY membership for Town Historian Reed Antis at a cost of \$50 from account A7510.4.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

FRATERNAL ORDER OF EAGLES

Supervisor Fish said the New York State Convention of the Fraternal Order of Eagles will be held in South Glens Falls in June, and the Town was approached about placing an ad in the convention book. He said the prices are \$150 for a full page, \$75 for a half page, and \$40 for a business card.

Resolution 170-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to purchase a full-page ad for \$150.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

PUBLIC COMMENT PERIOD

Dominic Tom referenced agenda item 4, the county sewer connection, saying he knew it had been tabled, but related documents were not included with the agenda online. He said he had a lingering question about the connection on Fortsville Road that had gone unanswered, which is, from what account is that funded? He said he didn't believe the sewer district or extension should be paid from the general fund. Supervisor Fish said the funding for the project comes from project funds. Mr. Tom said that is good because the property owners who benefit should be responsible for the cost and not the general public.

With regard to the Advisory Task Force, Mr. Tom asked that a message be relayed to the members about looking into the feasibility of executing the power of eminent domain. He said land had been given to the Town, and the land was sold to speculators. He said nothing has been done with the properties in some cases for up to 20 years. He said he believes the land should have stayed in the control of the Town so who bought the parcels could be controlled. Also, related to the re-zoning effort, he suggested the R2 zone West of the Northway be re-zoned to R1 since it is all mostly single-family homes there now. Councilmember Noonan asked if Mr. Tom was referring to the industrial area where RASP Inc. is. He responded in the negative. Councilmember Stewart suggested perhaps he meant North of Spier Falls Road. Mr. Tom said West. He continued saying that changing the zoning in that area would potentially protect the value of the single-family homes that have been built there. Councilmember Noonan said the Advisory Task Force meetings will be public meetings so Mr. Tom can attend and share his thoughts.

COMMITTEE REPORTS

Councilmember Donohue said he, Councilmember Killian, and BPD Coordinator Westfall met to review the 7-year-old draft of the solar law to address questions and issues that stalled its progress. Mr. Westfall is working on revising the document, Councilmember Donohue continued, saying he hoped to bring it for review to the next meeting, after which a workshop could be scheduled so the solar law could be adopted.

On another matter, Councilmember Donohue said he is still working to find a vendor to take TVs and electronics at the Transfer Station as well as a vendor to recycle paint. He hopes to have more information about that soon. He said his goal is to make recycling these things convenient, so residents don't just dump it on the side of the road.

Councilmember Stewart said the Recreation Park clean-up days were a success, and thanked Highway Superintendent Abrams. Opening Day went well, too, he said, with Supervisor Fish throwing out the first pitch. The Little League has some exciting news to announce regarding state funding they received for projects, Councilmember Stewart said, but wanted to let them share that news to the Board. He invited Recreation Director Jeremy Brogan to outline the timeline of what's coming up at the Park. Director Brogan said BOCES would be holding their rodeo, and they should be finished in two weeks. He thanked Highway Superintendent Abrams for his cooperation and the availability of his staff to assist at the Park. Councilmember Stewart said several organizations, including community groups, churches, and youth sports groups had participated in spring Park clean-up efforts, and he thanked them for their work.

Councilmember Stewart asked about an upcoming event at Mr. Bill's Carhop, and whether Moreau State Park would be opening another concession stand. Supervisor Fish confirmed the concession stand at Moreau State

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Park would be opened, and referred the question about Mr. Bill's to Councilmember Donohue. Councilmember Donohue explained that he is a member of the Chamber of Commerce, and the Chamber members were encouraged to attend the Grand Re-Opening ribbon-cutting event at Mr. Bill's on May 18 at 11:30a.m. He said everyone can go. An invitation was not sent out to the entire Board, he said, but he had been asked to invite Supervisor Fish to participate in the ribbon-cutting. He wanted to ensure other Board members were aware they were not excluded from the invitation.

SUPERVISOR'S ITEMS

Resolution 171-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to purchase four rolls of 17.5-foot and one roll of 12.5-foot road fabric from Albany Winwater for a sum not to exceed \$1,637.87 from account A7140.4 to expand the Recreation Park parking lot.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Supervisor Fish gave an update about a leaking pipe at Town Hall the Friday prior to the meeting. He said the water was leaking and water had begun to run under one of the walls so the water was shut off for the weekend and Adirondack P&M, who repaired the Town Hall heat earlier in the year, came at 7:30 a.m. Monday, the day before the meeting, to cut the pipe and make the needed repairs. Supervisor Fish said he will have the exact figure for the cost of the repair for the next Board meeting for approval.

Supervisor Fish said he and the Town Clerk had interviewed some candidates for Planning and Zoning Board Secretary. He said both Boards' minutes are behind by over a year and there's been trouble finding someone to work on them. The vacancy was advertised on the Town's website for 2 years, he said, with no applicants, so his Confidential Secretary posted about it on the Town's Facebook page, and four or five candidates applied. Supervisor Fish said there are two strong candidates, so the decision was made to appoint one to the Planning Board, and one to the Zoning Board.

Resolution 172-2024 A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to appoint Diana Corlew-Harrison as the Planning Board Secretary, and Deborah Hadden as the Zoning Board of Appeals Secretary.

Discussion: Supervisor Fish added the Secretaries will receive a stipend of \$100 per set of minutes submitted, according to a previous Town resolution. He said they will start with current minutes and add older ones over time to get them all caught up. Councilmember Stewart asked if they would be compensated for the old minutes as well. Supervisor Fish said they would.

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Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

Supervisor Fish said that he'd been informed that carpenter bees had returned to the building entryway and someone will come to take care of that issue soon.

ADJOURNMENT

Resolution 173-2024 A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to adjourn the meeting.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 5:0

The meeting was adjourned at 7:49 p.m.

Respectfully submitted,

Erin Trombley

Erin Trombley
Town Clerk

Town of Moreau

351 Reynolds Road
Moreau, NY 12828-9261

Jesse A. Fish, Jr.

Supervisor

Phone: (518) 792-1030 Ext. 6 Fax: (518) 792-4615

E-mail: moreausuper@townofmoreau.org



Pat Killian
Deputy Supervisor

John Donohue
Councilmember

Mark Stewart
Councilmember

Kyle Noonan
Councilmember

PROCLAMATION

WHEREAS, the mission of the Moreau Community Center is to meet the multi-generational needs of the Community; and

WHEREAS, the Moreau Community Center has, for decades, offered a half day preschool program, providing a structured classroom for students in Moreau, and neighboring communities, to learn socialization and pre-academic skills; and

WHEREAS, since beginning her dedicated service to the preschoolers at the Moreau Community Center in 1995, Jennifer Smith's kind, encouraging, and patient nature has spurred the children in her classes to learn and grow; and

WHEREAS, Jennifer has exhibited her commitment to the program and to the children by growing the preschool, instructing generations, providing a safe, nurturing, fun and educational setting for all who enter; and

WHEREAS, Jennifer's ability to capture and hold the attention of a classroom of three- and four-year-old children, who hang on her each and every word, is a testament to the fact that she embodies every facet of what a preschool teacher should be;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Moreau, extends its appreciation and gratitude for Jennifer Smith's 29 years of service to the families and preschoolers of the Moreau Community Center.

Dated this 28th day of May 2024

By Order of the Town Board of the Town of Moreau



Nature's Way Pest Control

NEW SERVICE ESTIMATE

Date: 5/23/24

Technician: _____

Estimate Number: 147711

Referral Source: _____

CUSTOMER INFORMATION:

Customer Name: ELIZABETH BENNET

Street Address: 351 REYNOLDS RD

City: FORT EDWARD State: NY Zip: 12828-9261

Target Pest: Sugar ants/spiders

Phone: 518-792-1030

Email: SSEC@TOWNONMOREAU.ORG

Custom Pest Control Program

Total Number of Service Appointments for Program: 12 Visits

Service and Payment Schedule: Exterior Bait Stations: Included Not Included

January	February	March	April	May	June	July	August	September	October	November	December
X	X	X	X	X	X	X	X	X	X	X	X

Initial Service Appointment Fee: \$ 275.00 + 19.25 tax = \$ 294.25 Today

Follow Up Service Appointment Fee: \$ 75.00 + 5.25 tax = \$ 80.25 per visit

Additional Quotes:

Will be treating for carpenter bee's 4-10 seasonal for an additional \$20

Prices subject to change after 60 days.

155 Broad Street, Glens Falls, NY 12801
518-745-5958 www.natureswaypestcontrol.com 802-855-2978

Revised May 2023



**Nature's Way
Pest Control**

518-745-5958 (NY) or 802-855-2978 (VT)

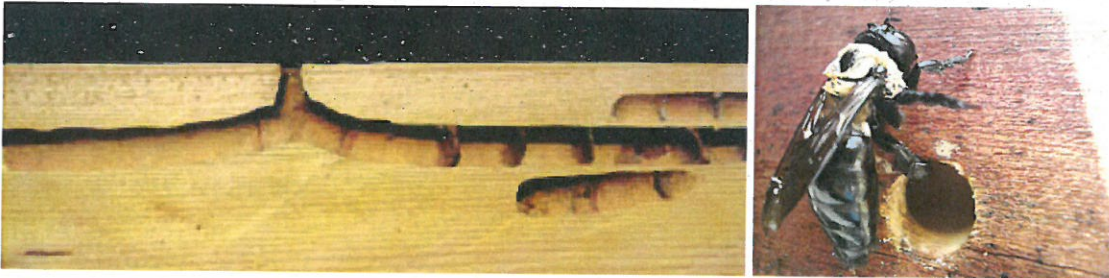
Carpenter Bee Control Program

Estimate For:
ELIZABETH BENNET
351 REYNOLDS RD
FORT EDWARD NY 12828-926
SSEC@TOWNONMOREAU.ORG

Overview:

Below are some detailed descriptions of what we offer in our program as well as information on the nature of the pests that we would be treating. If you have any questions and/or would like to move forward with this proposal, get in touch with us by calling the office at 518-745-5958 or 802-855-2978, or replying to us via email and we would be glad to get everything squared away!

Our Approach To Carpenter Bees



- Bore tunnels in wood and divide the tunnels into cells where the individual larva will develop.
- Many females can infest a structure but act as solitary nonsocial bees
- Tunnels are prepped and eggs laid in the spring
- Larva and pupa develop in the cells in early summer
- Adults emerge in late summer. 1 generation per year
- Treatment is a direct injection with a residual dust into the galleries and sprays

Initially we will apply residual dust into the galleries to repel and cut down on the carpenter bee population. Monthly follow up services are recommended. This is necessary to keep up a residual barrier to help prevent future infestations. Carpenter Bees will still be present from time to time, as eggs hatch. These Bees are very hard to keep under control and will usually be attracted to the same structure year after year.

Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 6 Months from the date of this proposal:

Services Cost	
Initial Service Fee	\$ 20.00 Plus Tax (if applicable)
Monthly Service Fee	\$20.00 Plus Tax (if applicable)

The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price.

Why hire us?

Nature's Way Pest Control is continually proven to be an industry leader for high quality services and natural products in the following ways:

- 5 star rating on google
- We have the experience as a family run company (Proven methods and track record for over 20 years in the industry and countless referrals for all types of work)
- Almost all of the products we use are all Ecosmart products, these green products are derived from tree saps, tree oils, and chrysanthemum plant based products. These products attack a key neurotransmitter receptor site only found in insects.
- We fully understand and utilize integrated pest management Which is a proven ecosystem-based strategy that focuses on long-term prevention of pests. In this effort, we employ many strategies (non – chemical and chemical) to avoid and solve a pest problem which allows us to make decisions in a systematic way to control pests
- Highly trained staff with ongoing training & support. Over 150 years of combined experience.
 - We offer an array of different services in the event you need other help
 - Fully insured and NYS Licensed
 - Nuisance Wildlife License
- We are licensed by New York State to provide Mold Remediation Services.

Why we are Nature's Way

We practiced Integrated Pest Management. It is an ecosystem-based strategy that focuses on long-term prevention of pests. In this effort, we employ many strategies (non – chemical and chemical) to avoid and solve a pest problem which allows us to make decisions in a systematic way to control pests. We use environmentally friendly pest control products in as many situations as we can. Integrated Pest management provides our customers long term solutions to their pest problems with minimal impact on the environment.

The liquid products we use indoors are all Ecosmart products, these products are derived from tree saps, tree oils, and chrysanthemum plant based products. These products attack a key neurotransmitter receptor site only found in insects.

We look forward to working with you. If you have questions on this proposal, feel free to contact us at your convenience at 518-745-5958 or 802-855-2978.

***Thank you for your consideration,
Nature's Way Pest Control Family***

***If you would like to view our product labels, please follow this link
<https://www.natureswaypestcontrol.com/pesticide-product-labels/>***



THOMAS
- PEST SERVICES -



**ONE TIME
CARPENTER BEE
APPLICATION**

PREPARED FOR:

Elizabeth Bennett
ssec@townofmoreau.org
+15187921030 ext 212

Pest Pac #:

Deal Record # 19436859709

Quote Created: May 20, 2024

Quote Expires: August 19, 2024

"OUR VALUES SHAPE OUR WORK"



Since 2010, Thomas Pest Services has been serving the Hudson Valley, Capital District and Adirondack regions of New York with two core ideas:

PARTNERSHIP

Through Partnership, we enhance the lives around us.

RELATIONSHIP

Relationship based pest management & service.

WE TREAT LITTLE THINGS LIKE BIG THINGS.

We understand that even the tiniest pests can cause significant disruptions. That's why we're meticulous in our approach, addressing every pest issue with the same level of dedication and care.

WE TELL YOU WHAT YOU NEED TO HEAR.

Honesty is our policy. We provide straightforward advice and solutions, even if it's not what you want to hear. Our transparent communication ensures your peace of mind.

WE ARE ALWAYS GIVING BACK.

Beyond pest control, we believe in giving back to the community that has supported us for years. Through various initiatives, we actively contribute to making our communities a better place for all.



- BE THE PART**
Positive Attitude
Great Communication
Safety First
- SERVICE ABOVE ALL**
Be Committed
Be Determined
Be Loyal
- FORTHRIGHT**
Be Honest
Act With Integrity
- HUMBLE**
Be Self-aware
Be Respectful
Be People Smart
- BETTER THAN YESTERDAY**
Be Hungry
Be Motivated
Be Obsessed With
- RESOURCEFUL**
Be Prepared
Work Autonomously

Year Built: 0	Lot Size:
Bathroom: 0	Pool:
Stories:	Square Footage:0
Type:	Attic:
Bed:0	County: Washington County

INSPECTION DETAIL:

Inspection Details - Exterior: Application for carpenter bees will be provided to the front and right canopy's over the entry ways on the front and right side of the building.

Customer Expectations:

Service Date:

Arrival Time:

Customer Expectations - Warranty Service Information:

Payment - Initial: \$495

Payment - Ongoing Maintenance: 0

PRODUCTS & SERVICES

Service Recommendation(s):	Billing Frequency	Quantity	Unit price	Price
<p>Carpenter Bee Reduction- Medium Thomas Pest Services will provide the needed services for the reduction of Carpenter Bees. Service will consist of direct product application to readily accessible bore holes to reduce current activity. In addition to the direct treatment, an exterior application will be made around all eaves, overhangs, foundation, and around doors and windows to reduce additional activity. For best results, it is recommended that this program be repeated annually during the period when the pest is most active.</p>		1	\$495.00	\$495.00

One-time subtotal

\$495.00

Total

\$495.00

PICTURES:





PROVEN PROCESS



ATTRACT

Attract potential customers who are Thomas Pest Services' target market.



EVALUATE

Assessing the customer needs and crafting a solution.



SERVICE

Provide an initial service to address customer concerns, then ongoing service for resolution of the issue.



RELATIONSHIP

Strengthen the customer relationship with Thomas Pest Service every time there is a customer interaction.



WE TREAT LITTLE THINGS LIKE **BIG THINGS.**

We look forward to providing you with relationship-based pest management services!

TERMS AND CONDITIONS

For a detailed look at our terms and conditions, please click on the following [link](#).

SIGNATURE

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Elizabeth Bennett
ssec@townofmoreau.org

Verify to sign

Download

Print

QUESTIONS?

Scott Galarneau
sgalarneau@thomaspest.com



THOMAS
→ PEST SERVICES ←



EPG PLUS

PREPARED FOR:

Elizabeth Bennett
ssec@townofmoreau.org
+15187921030 ext 212

Pest Pac #:

Deal Record # 19436859709

Quote Created: May 20, 2024

Quote Expires: August 19, 2024

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Be Committed
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Be Self-aware
Be Respectful
Be People Smart

BETTER THAN YESTERDAY

Be Hungry
Be Motivated
Be Obsessed With

RESOURCEFUL

Be Prepared
Work Autonomously

Year Built: 0	Lot Size:
Bathroom: 0	Pool:
Stories:	Square Footage:0
Type:	Attic:
Bed:0	County: Washington County

INSPECTION DETAIL:

Inspection Details - Exterior: Carpenter bee activity around the entry canopies on the front and right side of the building. Carpenter bees drilling holes. There is also heavy bird activity on the front side.

Customer Expectations:

Service Date:

Arrival Time:

Customer Expectations - Warranty Service Information:

Payment - Initial: \$495

Payment - Ongoing Maintenance: \$220 (July, September)

PRODUCTS & SERVICES

Service Recommendation(s):	Billing Frequency	Quantity	Unit price	Price
Items due now				
Exterior Pest Guard Plus 3 Initial (May- September) On the initial service, Thomas Pest Services will treat the perimeter of the home for the control and prevention of general crawling, flying, and stinging insects (including carpenter bees). Treatment will be made to: All eaves and overhangs, around all window and door casings, and the foundations around the entire home.		1	\$460.00	\$460.00
Items due later				
Exterior Pest Guard Plus -3 Ongoing Thomas Pest Services will return in June, August, and October. The warranty applies to exterior pest issues only. Payment due: July 5, 2024		1	\$220.00	\$220.00

One-time subtotal

\$460.00

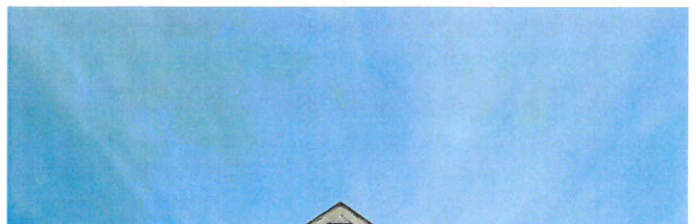
Due now

\$460.00

FUTURE PAYMENTS SUMMARY

Item	Payment
------	---------

PICTURES:





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SIGNATURE

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Elizabeth Bennett
ssec@townofmoreau.org

Verify to sign



Terms & Conditions

All the products that will be used in your home are designed to be people and pet-friendly. As a precaution due to different levels of sensitivities, Thomas Pest Services may request that all occupants and pets be out of the home during the initial service. Upon completion of the service, the technician will notify the customer that the service has been completed.

A copy of all product labels and Safety Data Sheets (SDS) that may be used in your home are available for review on our website: <https://www.thomaspestservices.com/labels-and-sds>

Thomas Pest Services may use e-mail, phone, and/or text messaging to provide relevant information to the customer. The customer may opt out of a specific form of communication by notifying Thomas Pest Services in writing.

Consent to Receive Information. Customer consents to Thomas Pest Services and its affiliates contacting Customer via automated technology, including calls, texts, emails, service notifications, and prerecorded messages, at the number and email Customer has provided under this Agreement, concerning matters relevant to Customer's scheduled Services as well as other services or products offered by Thomas Pest Services."

It is expressly agreed between the Company and the homeowner and/or business owner and/or lessee and/or agents and/or assigns that have entered into the Pest Control contract with The Company, its agents, servants, or employees that the Service Program as mentioned in the Contract shall also be and hereby is expressly limited by any local, state and/or federal laws, rules, and/or regulations. The Service Program shall also be limited in that it is the homeowners and/or business owner's sole and exclusive obligation to make any structural changes or modifications to the subject property as deemed necessary and practical by The Company and also bear the cost for same so that the aforementioned contract can be carried out by The Company.

IT IS EXPRESSLY UNDERSTOOD THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE HERETOFORE OR HEREAFTER CAUSED BY INSECTS, VERMIN OR RODENTS WHETHER OF THE SAME OR DIFFERENT CHARACTER FROM INSECTS, VERMIN OR RODENTS PREVIOUSLY FOUND AND/OR TREATED FOR IN THE PREMISES and that no warranty or representation to the contrary shall be of any force and effect.

Nor shall The Company be liable in any way for any consequential damages because of insects or

rodents, including without limitation loss of use or loss of profits. This service is not a guarantee or warranty as to the absence of wood-destroying insects or pests such as termites or wood-infesting beetles. FOR EXCLUSION SERVICE: The Company is not responsible if exclusion work is altered due to vermin activity (squirrels, birds, etc.), inclement weather damage, and/or construction work. The Company does not determine the structural integrity of a structure. This service does not include mold, mildew, fungi, or non-wood-destroying organisms.

If anyone other than The Company is permitted to the subject premises to perform pest control services, then this shall constitute a material breach of this contract, and The Company may, in addition to all other remedies it may have, in its sole discretion, terminate the agreement forthwith without further notice enter upon and/or remove all materials from the premises. The customer does hereby grant The Company permission for this purpose.

For total control, it is the customer's sole and exclusive obligation to make all modifications at the subject property to allow proper control measures to be performed; such as but not limited to access to inaccessible areas, sanitation, cluttered areas, moisture problems, wood rot, and or surrounding environmental conditions. If conditions are not remedied then this shall constitute a material breach of this contract. However, The Company reserves the right to continue servicing the account on a non-warranty control basis.

Failure on the part of the owner to comply with the conditions of this agreement shall release The Company from further servicing and obligation. If The Company is unable to render the foregoing service due to a lack of availability of said premises by the owner or duly authorized agent, this agreement shall become null and void.

You, the Buyer, may cancel this transaction at any time before midnight of the third business day after the date of this transaction. The customer agrees to return all contracts and materials to The Company. If however, The Customer cancels the contract during the service period, The Company is under no obligation to offer a refund.

SERVICE PROGRAMS are for a term of ONE YEAR after the initial: and shall continue thereafter until suspended by either party giving thirty (30) days' written notice. The customer shall be given notice of the service schedule in advance and can assume this appointment to be permanent unless otherwise notified. The customer agrees to make the premises available for service and to accept such service each month. In the event the premises are unavailable, the regular service cost will be charged. The Company reserves the right to revise the fee anytime after the first year.

All Service Programs are transferable to subsequent owners only with the express written consent of The Company and may require a transfer fee.

The Company reserves the right to withdraw this proposal if not authorized within thirty (30) days.

It is the customer's sole responsibility to consult their physician before treatments, regarding respiratory problems and/or allergies and/or sensitivities.

The customer agrees that any or all work may be subcontracted at any time during the life of this contract.

BEDBUGS

All Whole House Thermal Remediation Services require an initial deposit at the time of scheduling of \$250.00. The remaining balance is due at the time of service, before the start of service. This deposit is non-refundable if service is canceled less than 48 hours from the scheduled appointment. The customer shall be given advanced notice of the service date and agrees to make the premises available for service. If premises are not properly prepared for service the client will be billed \$25.00 for every 15 minutes it takes 1 person to finish prepping the structure for proper treatment. If the premises are unavailable, or unprepared, or service is denied, the customer agrees to pay a service charge of \$250.00 for a return visit to provide treatment to the structure.

The customers and/or agents will make the Company aware of any sprinkler systems and/or heat and smoke alarm systems in the service area. The Company will not be responsible for any accidental discharge or damage caused to or for property damage or personal injury including, but not limited to, sprinkler systems, security, fire, smoke, and/or heat alarm systems (Systems) within the customer's property. The customer assumes complete responsibility for any damage or injuries and agrees that it will undertake all preemptive and precautionary measures that the customer deems necessary or appropriate to protect the Systems and/or prevent the systems from discharging water and/or otherwise activating during the Treatment.

The Company reserves the right to withdraw this proposal if not authorized within thirty (30) days. It is the customer's sole responsibility to consult their physician before treatments, regarding respiratory problems and/or allergies and/or sensitivities. The customer agrees that any or all work may be subcontracted at any time during the life of this contract.

EASTERN SUBTERRANEAN TERMITES:

A. If Eastern Subterranean Termites reappear in this structure, The Company will return and render the necessary re-treatment as per the contract. There will be no further charge for its labor or materials.

B. In addition, The Company will provide a re-inspection of the structure annually furnishing:

- a. A careful visual inspection of the accessible timbers, masonry surfaces, and adjoining soil areas for termite activity.
- b. A check against the original worksheet and sketch for any additions or structural changes. (If any have been made, the necessary treatment should be arranged by a separate agreement.)
- c. A report to you of our findings.

FOR POWDER POST BEETLES:

A. If Powder Post Beetles reappear in the treated areas; The Company will return and render the necessary re-treatment. There will be no further charge for its labor or materials.

B. In addition, The Company will provide a re-inspection of the structure annually furnishing:

- a. A careful visual inspection of timbers in treated areas for Powder Post Beetle activity.
- b. A report to you of our findings.

Inspections will be performed at The Company's discretion each year. The customer will be notified before each visit. One visit to the property will be rendered and the inspection will be considered complete. THIS SERVICE AGREEMENT PROVIDES FOR THE RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) ONLY BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY INSECTS.

STORMWATER MANAGEMENT AREA MAINTENANCE AGREEMENT

WHEREAS, the TOWN OF MOREAU, a municipal corporation, with an address of 351 Reynolds Road, Moreau, New York 12828 (the "Municipality") and THE PRESERVE AT OLD SARATOGA HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized under the laws of New York, with an address of 1589 Route 9, Moreau, New York 12828 (the "Facility Owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter the retention pond be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.

2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater retention pond and the area surrounding same, located on the parcel described in **Schedule A**, which is attached hereto, situate in the Town of Moreau, County of Saratoga, and State of New York, shown as **"1 Hidden Pond Way or 1 Lookout Circle (formerly Lot 2 Lookout Circle), Stormwater Management Area #1, Area to be Conveyed to Homeowners Association Parcel "A" with Utility Easement to the Town of Moreau Area = 1.199± Acres"** and **"2 Cider Hill Drive (formerly Lot 23 Hidden Valley Pond), Stormwater Management Area #2, Area to be Conveyed to Homeowners Association Parcel "B" with Utility Easement to the Town of Moreau Area = 1.620± Acres"** on Sheet 2A of 20 of a map entitled "Amended Subdivision Plan of a Portion of The Preserve at Old Saratoga", prepared by Environmental Design Partnership, LLP, which was filed in the Saratoga County Clerk's Office on August 31, 2022, as Map #: M2022156. The stormwater control measures shall include, maintaining, cleaning, repairing, and mowing the retention pond and the area surrounding same.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater retention pond.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

6. The Facility Owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. This agreement shall be recorded in the Office of the County Clerk, County of Saratoga, together with the deed for the common property and shall be included in the offering plan and/or prospectus approved pursuant to Part 22 of Title 13 of the New York Codes, Rules and Regulations.

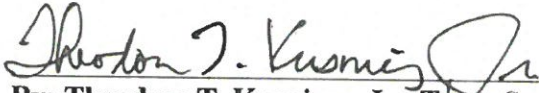
8. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.

9. This agreement is effective beginning on November 28, 2023.

**THE PRESERVE AT OLD SARATOGA
HOMEOWNERS ASSOCIATION, INC.**



By: **Steven Cerrone, President**

TOWN OF MOREAU


By: **Theodore T. Kusnierz, Jr., Town Supervisor**

STATE OF NEW YORK)
COUNTY OF WARREN) ss:

On the 17th day of October, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared **STEVEN CERRONE**, 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

KRISTINA M. LAFOUNTAIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6298913
Qualified in Warren County
My Commission Expires March 17, 2026

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the 28th day of November, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared **THEODORE T. KUSNIERZ, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MALCOLM B. O'HARA
Notary Public, State of New York
Warren County, No. 4755409
My Commission Expires Oct. 31, 2025

SCHEDULE A – Page 1 of 2

STORMWATER MANAGEMENT AND DRAINAGE UTILITY EASEMENTS TO BE CONVEYED TO THE TOWN OF MOREAU THROUGH ALL THOSE CERTAIN TRACTS, PIECES OR PARCELS OF LAND situate in the Town of Moreau, County of Saratoga, State of New York lying along or south of the southerly line of Old Saratoga Road, being identified as Parcel A and Parcel B as shown on a map entitled "Amended Subdivision of a Portion of The Preserve at Old Saratoga", dated December 3, 2021 as prepared by The Environmental Design Partnership, LLP and filed in the Saratoga County Clerk's Office on August 31, 2022 as Map No. M2022156 and being further bounded and described as follows:

SMA #1 OVER PARCEL A – HOA LANDS:

BEGINNING at a point marked with a capped iron rod found at the point of intersection of the southerly line of Old Saratoga Road with the common division line of 3 Lookout Circle to the east and Parcel "A", the parcel of land herein being described, to the west as shown on said map; *Thence* from said *Point of Beginning* along said common division line, South 08 deg. 56 min. 20 sec. East, 256.90 feet to a point in the northerly line of Lookout Circle as shown on said map; *Thence* along said northerly line of Lookout Circle the following three (3) courses and distances: **1)** Along a curve to the left an arc length of 99.37 feet to a point of tangency, said curve having a radius of 205.00 feet and a chord length of South 67 deg. 10 min. 30 sec. West, 98.40 feet; **2)** South 53 deg. 17 min. 10 sec. West, 41.65 feet to a point of curvature; and **3)** Along a curve to the right an arc length of 52.61 feet to a point of compound curvature at the point of intersection of said northerly line with the easterly line of Hidden Pond Way as shown on said map, said curve having a radius of 30.00 feet and a chord length of North 76 deg. 26 min. 30 sec. West, 46.12 feet; *Thence* along said easterly line of Hidden Pond Way the following three (3) courses and distances: **1)** Along a curve to the right an arc length of 82.41 feet to a point of tangency, said curve having a radius of 360.00 feet and a chord length of North 19 deg. 40 min. 40 sec. West, 82.23 feet; **2)** North 13 deg. 07 min. 20 sec. West, 147.40 feet to a point of curvature identified as revised monument #5; and **3)** Along a curve to the right an arc length of 62.91 feet to the point of tangency in the southerly of Old Saratoga Road, said curve having a radius of 40.00 feet and a chord length of North 31 deg. 56 min. 00 sec. East, 56.62 feet; *Thence* along said southerly line of Old Saratoga Road, North 76 deg. 59 min. 20 sec. East, 164.44 feet to the point or place of beginning of said *easement* and containing 1.199± acres of land.

SMA #2 OVER PARCEL B – HOA LANDS:

BEGINNING at the point of intersection of the southeasterly line of Hidden Pond Way with the common division line of 25 Hidden Pond Way to the southwest and Parcel "B", the parcel of land herein being described, to the northeast as shown on said map; *Thence* from said *Point of Beginning* along said southeasterly line of Hidden Pond Way along a curve to the right an arc length of 89.55 feet to the point of intersection of said southeasterly line with the southwesterly line of 4 Cider Hill Drive, said curve having a radius of 1,420.00 feet and a chord length of North 30 deg. 13 min. 10 sec. East, 89.54 feet; *Thence* along the general southwesterly and southeasterly lines of said 4 Cider Hill Drive the following three (3) courses and distances: 1) South 57 deg. 58 min. 30 sec. East, 58.61 feet to a point; 2) North 60 deg. 42 min. 50 sec. East, 233.91 feet to a point; and 3) South 42 deg. 37 min. 30 sec. East, 212.68 feet to a point in the northwesterly line lands now or formerly of T. J. Crowley, Jr. and Irene E. DeGrace-Crowley as conveyed in Book 1700 of Deeds at Page 423 (Lot 20 - filed Map No. A-76A); *Thence* along the northwesterly line of said lands of Crowley (Lot 20 - filed Map No. A-76A) and lands now of formerly of Shawn P. Geary and Lena A. Geary as conveyed in Book 1650 of Deeds at Page 640 (Lot 19 - filed Map No. A-76A), South 47 deg. 22 min. 30 sec. West, 226.70 feet to a point being the most easterly corner of 25 Hidden Pond Way as shown on said map; *Thence* along the northerly line of said 25 Hidden Pond Way, North 61 deg. 35 min. 20 sec. West, 313.79 feet to the point or place of beginning of said *easement* and containing 1.620± acres of land.

SAID *easement* made subject to a 40-foot wide easement for Ingress/Egress and Utilities to be granted to the owners of 4, 6, 8, 10, 12 and 14 Cider Hill Drive as shown on said map.

SAID *easements* made subject to any other enforceable easements, rights, restrictions, conditions and/or covenants of record as they may appear.



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Grantor/Transferor: THE PRESERVE AT OLD SARATOGA HOMEOWNERS ASSOCIATION, INC.
Mailing address: 1589 Route 9, Moreau, NY 12828
Grantee/Transferee: TOWN OF MOREAU
Mailing address: 351 Reynolds Road, Moreau, NY 12828

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, County. Row 1: 89.10-1-1, 414489, 1 Lookout Circle, Moreau, Saratoga.

Type of property conveyed (mark an X in applicable box)

1 One- to three-family house, 2 Residential cooperative, 3 Residential condominium, 4 Vacant land, 5 Commercial/industrial, 6 Apartment building, 7 Office building, 8 Four-family dwelling, 9 Other Stormwater Easement. Date of conveyance: 1/28/2023.

Condition of conveyance (mark an X in all that apply)

a. Conveyance of fee interest, b. Acquisition of a controlling interest, c. Transfer of a controlling interest, d. Conveyance to cooperative housing corporation, e. Conveyance pursuant to or in lieu of foreclosure, f. Conveyance which consists of a mere change of identity, g. Conveyance for which credit for tax previously paid will be claimed, h. Conveyance of cooperative apartment(s), i. Syndication, j. Conveyance of air rights or development rights, k. Contract assignment, l. Option assignment or surrender, m. Leasehold assignment or surrender, n. Leasehold grant, o. Conveyance of an easement, p. Conveyance for which exemption from transfer tax claimed, q. Conveyance of property partly within and partly outside the state, r. Conveyance pursuant to divorce or separation, s. Other (describe).

For recording officer's use: Amount received, Date received, Transaction number. Schedule B, Part 1 \$, Schedule B, Part 2 \$.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input type="checkbox"/> Exemption claimed	1.	0 00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0 00
3	Taxable consideration (subtract line 2 from line 1)	3.	0 00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	0 00
6	Total tax due* (subtract line 5 from line 4)	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.	
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.	
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

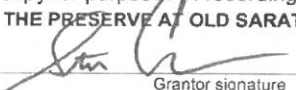

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

THE PRESERVE AT OLD SARATOGA HOMEOWNERS ASSOCIATION, INC. TOWN OF MOREAU

Grantor signature President Grantee signature Supervisor
 Title Title

By: Steven Cerrone

 Grantor signature Title Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

STORMWATER MANAGEMENT AREA MAINTENANCE AGREEMENT

WHEREAS, the **TOWN OF MOREAU**, a municipal corporation, with an address of 351 Reynolds Road, Moreau, New York 12828 (the "Municipality") and **THE PRESERVE AT OLD SARATOGA HOMEOWNERS ASSOCIATION, INC.**, a not-for-profit corporation organized under the laws of New York, with an address of 1589 Route 9, Moreau, New York 12828 (the "Facility Owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter the retention pond be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans.

2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater retention pond and the area surrounding same, located on the parcel described in **Schedule A**, which is attached hereto, situate in the Town of Moreau, County of Saratoga, and State of New York, shown as *"1 Hidden Pond Way or 1 Lookout Circle (formerly Lot 2 Lookout Circle), Stormwater Management Area #1, Area to be Conveyed to Homeowners Association Parcel "A" with Utility Easement to the Town of Moreau Area = 1.199± Acres"* and *"2 Cider Hill Drive (formerly Lot 23 Hidden Valley Pond), Stormwater Management Area #2, Area to be Conveyed to Homeowners Association Parcel "B" with Utility Easement to the Town of Moreau Area = 1.620± Acres"* on Sheet 2A of 20 of a map entitled "Amended Subdivision Plan of a Portion of The Preserve at Old Saratoga", prepared by Environmental Design Partnership, LLP, which was filed in the Saratoga County Clerk's Office on August 31, 2022, as Map #: M2022156. The stormwater control measures shall include, maintaining, cleaning, repairing, and mowing the retention pond and the area surrounding same.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater retention pond.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

6. The Facility Owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.



JOHN'S PLUMBING & HEATING SOLUTIONS LLC

**Master Licensed Plumber
Free Estimates**



Owner:

John Korowajczyk
24 Sweenor Lane
Gansevoort, NY 12831
(518) 792-4472

New installations & Repairs
Water Heaters/Faucets/Well Pumps Installed
Gas & Oil Hot Water Boilers
Kitchen Appliances/Washers & Dryers
NYS Certified Backflow Prevention Tester

3/28/2024

Town of Moreau - Attention: Mike Mooney
351 Reynolds Road
Fort Edward, NY 12828

Proposal for 2024 annual testing of backflow preventers for the town of Moreau

1 - 3" DCV preventer located at the town hall	\$100.00
1 - 3/4" DCV preventer located at the town hall	\$100.00
1 - 2" PVB preventer located at the recreation center	\$125.00
1 - 2" DCV preventer located at the recreation center	\$100.00
1 - 2" DCV preventer located at the old town garage on Route 9	\$125.00
1 - 2" DCV preventer located at the new town garage on Route 9	\$125.00

Reports sent to NYS DOH

* Quote is for the 2024 annual testing only

Total quote

\$675.00

MJR Construction Services

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

4/09/2024

Town of Moreau
351 Reynolds Road
Moreau NY 12828

Re: Backflow device testing

Dear Sir,

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

Test six backflow devices as per annual requirement @ \$ 95/ ea.
Each test will include results on DOH form.

Exclusions:

Sales tax.
Recording fees.
Repairs and retesting.
MJRCS can provide repairs if necessary.
Pricing:
\$85/ hr. labor. Plus parts.

Total **\$ 570.00**

Five hundred seventy dollars and 00 cents.

Thank you

Mark Rogers

FW: Backflow Preventor Quote

Wel-Dun Office <Office@wel-dun.com>

Tue 5/14/2024 10:34 AM

To: Michael Mooney <waterdept@townofmoreau.org>

You don't often get email from office@wel-dun.com. [Learn why this is important](#)
See quote below.

From: Wel-Dun Office

Sent: Tuesday, April 9, 2024 12:26 PM

To: Lisa Sperry <ssec@townofmoreau.org>

Subject: Backflow Preventor Quote

Good Afternoon, Lisa,

As per Jeff Parrish request, I am providing a quote to perform the annual testing of your backflow preventers, along with required reports for the DOH.
\$100/Valve.

Thank You
Tiffany Jansen
Wel-Dun, Inc.

**AGREEMENT TO SUPPLY SEWER SERVICE TO PROPERTY
OUTSIDE OF THE SEWER DISTRICT**

THIS AGREEMENT is entered into this ___ day of May 2024 by and between the **Town of Moreau**, a municipal corporation existing by and under the laws of the State of New York, having its principal place of business located at 351 Reynolds Road, Moreau, New York, acting for and on behalf of Sewer District No. 1, Extension No. 5 of the Town of Moreau (hereinafter referred to as "Town"), and Arrowhead Meadows, LLC a limited liability company existing by and under the laws of the State of New York, and having its principal place of business located at 900 Route 146, Clifton Park, New York 12065 (hereinafter referred to as "Arrowhead")

W I T N E S S E T H:

WHEREAS, the Town has duly established Sewer District No. I, Extension 5 (the "Sewer District") within the boundaries of the Town and adopted rules and regulations for Sewer Districts as found in Chapter 115 of the Code of the Town of Moreau; and

WHEREAS, Arrowhead is the owner of real property (located south of Bluebird Road, west of Gansevoort Road, and east of Thomas Avenue, identified by Tax Map No. 50.-3-29.22 (hereinafter referred to as the "Subject Premises") and has received preliminary approval from the Town of Moreau Planning Board and intends to complete the processes to subdivide the Subject Premises; and

WHEREAS the Subject Premises is currently located outside the boundaries of the Sewer District but in the vicinity of the boundaries and/or infrastructure of the Sewer

District; and

WHEREAS, Arrowhead desires at its sole cost and expense to extend municipal sewer infrastructure to the Subject Premises, connect to the sanitary sewer service of the Sewer District and if necessary to purchase sewer capacity for the Sewer District so that the Subject Premises can be developed or receive the benefit of public sewers; and

WHEREAS, sewer infrastructure is required to support the proposed forty two (42) lot single-family subdivision previously reviewed and approved by the Town Planning Board contingent on Town Board and Water Department approval of the sewer system; and

WHEREAS, the Town is presently completing a sewer project which will connect to the Saratoga County Sewer District No. 1 collection and treatment system to provide additional sanitary sewer treatment capacity (hereinafter referred to as the "County Connection"); and

WHEREAS, the Town expects to place the County Connection into service in the immediate future; and

WHEREAS, the Town through the Sewer District is willing to allow Arrowhead at its sole cost and expense to extend and connect the Subject Premises to the sewer infrastructure of the Sewer District upon the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. This Agreement shall be binding upon the parties and their respective successors, heirs, or assigns.
2. Until such time that the Town incorporates the Subject Premises into the Sewer District, all rules and regulations outlined in Town of Moreau Chapter 115 and now applying in the Sewer District, including any amendments to such rules and

regulations as the Town Board may from time to time hereafter enact, shall apply in its entirety to the Subject Premises and Arrowhead agree to comply with all said rules and regulations to the same extent as such rules and regulations apply to all other similarly situated properties.

3. Arrowhead shall, at its sole risk, cost, and expense, furnish and install all necessary infrastructure, including but not limited to sewer lines, mains, laterals, pump stations, telemetry system and all the appurtenances needed for the Subject Premises to connect to the Sewer District. Construction and/or connection shall be completed in accordance with all applicable State, County and local regulations and as required by the Town's Water and Sewer Department.
4. Arrowhead, at its sole cost and expense, shall be responsible for obtaining all necessary easements, access agreements, permits, and approvals from any other governmental agencies, including, but not limited to, the County of Saratoga Highway and Sewer Departments, the State of New York Department of Health, and the State of New York Department of Environmental Conservation, and the Town of Moreau Water Department. The Town shall cooperate with Arrowhead to the extent necessary to obtain such approvals or permits.
5. Within sixty (60) days from the effective date of this Agreement, Arrowhead shall make application to the Town Board of the Town of Moreau pursuant to Article 12 or Article 12A of the New York State Town Law for an extension of the Sewer District to include the Subject Premises.
6. The Town shall accept dedication for sewer infrastructure installed within public

roadways provided they are designed and constructed to the reasonable satisfaction of the Town of Moreau Water Department and in accordance with approved plans and specifications. Improvements located on private property shall be privately owned unless otherwise required under governmental approvals or permits.

7. Arrowhead shall be responsible for any legal and engineering fees required for the review of public water and sewer infrastructure plans, reports, and final construction prior to backfill.
8. It is expressly agreed that the sanitary sewer service herein provided is exclusively for, and limited to, the Subject Premises and the land uses specifically approved by the Town of Moreau Planning Board and for no other uses or purposes.
9. All infrastructure, including, but not limited to, sewer lines, lateral lines, and pump stations to be installed and utilized by Arrowhead shall receive the prior approval of the Town Water Superintendent and shall be coordinated to be compatible with the Sewer District as the Sewer District exists at the time of design approval. Within forty-five (45) days from the effective date of this Agreement, Arrowhead shall provide the Town stamped engineering plans, specifications, and engineering reports depicting all infrastructure designs, sewer lines, lateral lines, connections, and pump stations.
10. Any water or sewer infrastructure to be dedicated to the Town shall be inspected by the Water Department or designee before trenches are filled, with inspection costs to be borne by Arrowhead.

11. Arrowhead hereby releases the Town from any and all liability which may arise out of any actions of the Town or its employees, agents, and consultants as well as the actions of Arrowhead or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject Premises and agrees to indemnify and hold harmless the Town from any and all liability which may arise out of any actions of Arrowhead or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject Premises.

12. It is hereby agreed that all rules and regulations set forth in Chapter 115 and now applying in the Sewer District including any amendments to such rules and regulations as the Town Board may from time to time hereafter enact, shall apply in their entirety to the Subject Premises, and Arrowhead agrees to comply with all said rules and regulations. Arrowhead shall pay a connection fee to the Town in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per equivalent dwelling unit at the time that a building permit is issued by the Town's Building Department or final approval is granted by the Town of Moreau Planning Board whichever event first occurs and \$400.00 per equivalent dwelling unit thereafter beginning on January 1, 2025 and continuing on an annual basis on January 1 of each year until modified by the Town of Moreau Town Board. All billing will be sent to Arrowhead. Payment of invoices must be remitted in full to the Town within thirty days of issuance, and if payment is not received within the said thirty

days the Town shall be entitled to initiate an action against Arrowhead to recover all arrears together with all disbursements, court costs and attorneys' fees.

13. It is agreed that at such time when the Subject Premises in its entirety is included in the Sewer District, in any extension of the Sewer District or in any Consolidated Sewer District, then and in that event, this Agreement shall become null and void with the exception of required permit review and approval, indemnification, and reserve capacity purchase terms. The Subject Premises shall remain subject to compliance with Chapter 115 and any amendments thereto.
14. No Town public water or sewer infrastructure construction or connections will be allowed until detailed shop drawings are reviewed by the design engineer and subsequently approved in writing by the Town Water Superintendent, whose review shall be completed within sixty (60) days of submission by the design engineer.
15. This Agreement may be canceled by the Town in the event of a material breach by Arrowhead upon thirty (30) days prior written notice from the Town to Arrowhead and commencement to cure such breach has not commenced within such 30 day period.
16. 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.
17. 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.

18. 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.

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

20. Solely in respect to the subject of this Agreement, this Agreement supersedes all prior negotiations, representations, understandings, or agreements, whether oral or written, and no modification, alteration, amendment, construction, or interpretation of this Agreement shall be binding on either Party unless reduced to writing and executed by each Party.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year above written.

TOWN OF MOREAU

By: _____

ARROWHEAD MEADOWS, LLC

By: _____

|

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

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

NOTARY PUBLIC

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

On the ___ day of May in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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

**AGREEMENT TO SUPPLY SEWER SERVICE TO PROPERTY
OUTSIDE OF THE SEWER DISTRICT**

THIS AGREEMENT is entered into this ___ day of May 2024 by and between the **Town of Moreau**, a municipal corporation existing by and under the laws of the State of New York, having its principal place of business located at 351 Reynolds Road, Moreau, New York, acting for and on behalf of Sewer District No. 1, Extension No. 5 of the Town of Moreau (hereinafter referred to as "Town"), and SRH, LLC; TJMSRH, LLC; and TJM, LLC three limited liability companies existing by and under the laws of the State of New York, and having their principal place of business located at 536 Bay Road, Suite 2, Queensbury, New York 12804 (hereinafter referred to as "SRH-TJMSRH-TJM")

W I T N E S S E T H:

WHEREAS, the Town has duly established Sewer District No. I, Extension 5 (the "Sewer District") within the boundaries of the Town and adopted rules and regulations for Sewer Districts as found in Chapter 115 of the Code of the Town of Moreau; and

WHEREAS, SRH, TJMSRH and TJM is the owner of real property (located south of Bluebird Road, west of Gansevoort Road, and east of Thomas Avenue, identified by Tax Map No. 50.-3-29.21 (hereinafter referred to as the "Subject Premises")) and has received preliminary approval from the Town of Moreau Planning Board and intends to complete the processes to subdivide the Subject Premises; and

WHEREAS the Subject Premises is currently located outside the boundaries of the Sewer District but in the vicinity of the boundaries and/or infrastructure of the Sewer

District; and

WHEREAS, SRH, TJMSRH and TJM desires at its sole cost and expense to extend municipal sewer infrastructure to the Subject Premises, connect to the sanitary sewer service of the Sewer District and if necessary to purchase sewer capacity for the Sewer District so that the Subject Premises can be developed or receive the benefit of public sewers; and

WHEREAS, sewer infrastructure is required to support the proposed thirty nine (39) lot single-family subdivision previously reviewed and approved by the Town Planning Board contingent on Town Board and Water Department approval of the sewer system; and

WHEREAS, the Town is presently completing a sewer project which will connect to the Saratoga County Sewer District No. 1 collection and treatment system to provide additional sanitary sewer treatment capacity (hereinafter referred to as the "County Connection"); and

WHEREAS, the Town expects to place the County Connection into service in the immediate future; and

WHEREAS, the Town through the Sewer District is willing to allow SRH, TJMSRH and TJM at its sole cost and expense to extend and connect the Subject Premises to the sewer infrastructure of the Sewer District upon the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. This Agreement shall be binding upon the parties and their respective successors, heirs, or assigns.
2. Until such time that the Town incorporates the Subject Premises into the Sewer District, all rules and regulations outlined in Town of Moreau Chapter 115 and now applying in the Sewer District, including any amendments to such rules and

regulations as the Town Board may from time to time hereafter enact, shall apply in its entirety to the Subject Premises and SRH, TJMSRH and TJM agree to comply with all said rules and regulations to the same extent as such rules and regulations apply to all other similarly situated properties.

3. SRH, TJMSRH and TJM shall, at its sole risk, cost, and expense, furnish and install all necessary infrastructure, including but not limited to sewer lines, mains, laterals, pump stations, telemetry system and all the appurtenances needed for the Subject Premises to connect to the Sewer District. Construction and/or connection shall be completed in accordance with all applicable State, County and local regulations and as required by the Town's Water and Sewer Department.
4. SRH, TJMSRH and TJM, at its sole cost and expense, shall be responsible for obtaining all necessary easements, access agreements, permits, and approvals from any other governmental agencies, including, but not limited to, the County of Saratoga Highway and Sewer Departments, the State of New York Department of Health, and the State of New York Department of Environmental Conservation, and the Town of Moreau Water Department. The Town shall cooperate with SRH, TJMSRH and TJM to the extent necessary to obtain such approvals or permits.
5. Within sixty (60) days from the effective date of this Agreement, SRH, TJMSRH and TJM shall make application to the Town Board of the Town of Moreau pursuant to Article 12 or Article 12A of the New York State Town Law for an extension of the Sewer District to include the Subject Premises.
6. The Town shall accept dedication for sewer infrastructure installed within public

roadways provided they are designed and constructed to the reasonable satisfaction of the Town of Moreau Water Department and in accordance with approved plans and specifications. Improvements located on private property shall be privately owned unless otherwise required under governmental approvals or permits.

7. SRH, TJMSRH and TJM shall be responsible for any legal and engineering fees required for the review of public water and sewer infrastructure plans, reports, and final construction prior to backfill.
8. It is expressly agreed that the sanitary sewer service herein provided is exclusively for, and limited to, the Subject Premises and the land uses specifically approved by the Town of Moreau Planning Board and for no other uses or purposes.
9. All infrastructure, including, but not limited to, sewer lines, lateral lines, and pump stations to be installed and utilized by SRH, TJMSRH and TJM shall receive the prior approval of the Town Water Superintendent and shall be coordinated to be compatible with the Sewer District as the Sewer District exists at the time of design approval. Within forty-five (45) days from the effective date of this Agreement, SRH, TJMSRH and TJM shall provide the Town stamped engineering plans, specifications, and engineering reports depicting all infrastructure designs, sewer lines, lateral lines, connections, and pump stations.
10. Any water or sewer infrastructure to be dedicated to the Town shall be inspected by the Water Department or designee before trenches are filled, with inspection costs to be borne by SRH, TJMSRH and TJM.

11. SRH, TJMSRH and TJM hereby releases the Town from any and all liability which may arise out of any actions of the Town or its employees, agents, and consultants as well as the actions of SRH, TJMSRH and TJM or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject Premises and agrees to indemnify and hold harmless the Town from any and all liability which may arise out of any actions of SRH, TJMSRH and TJM or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject Premises.

12. It is hereby agreed that all rules and regulations set forth in Chapter 115 and now applying in the Sewer District including any amendments to such rules and regulations as the Town Board may from time to time hereafter enact, shall apply in their entirety to the Subject Premises, and SRH, TJMSRH and TJM agrees to comply with all said rules and regulations. SRH, TJMSRH and TJM shall pay a connection fee to the Town in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per equivalent dwelling unit at the time that a building permit is issued by the Town's Building Department or final approval is granted by the Town of Moreau Planning Board whichever event first occurs and \$400.00 per equivalent dwelling unit thereafter beginning on January 1, 2025 and continuing on an annual basis on January 1 of each year until modified by the Town of Moreau Town Board. All billing will be sent to SRH, TJMSRH and TJM.

Payment of invoices must be remitted in full to the Town within thirty days of issuance, and if payment is not received within the said thirty days the Town shall be entitled to initiate an action against SRH, TJMSRH and TJM to recover all arrears together with all disbursements, court costs and attorneys' fees.

13. It is agreed that at such time when the Subject Premises in its entirety is included in the Sewer District, in any extension of the Sewer District or in any Consolidated Sewer District, then and in that event, this Agreement shall become null and void with the exception of required permit review and approval, indemnification, and reserve capacity purchase terms. The Subject Premises shall remain subject to compliance with Chapter 115 and any amendments thereto.
14. No Town public water or sewer infrastructure construction or connections will be allowed until detailed shop drawings are reviewed by the design engineer and subsequently approved in writing by the Town Water Superintendent, whose review shall be completed within sixty (60) days of submission by the design engineer.
15. This Agreement may be canceled by the Town in the event of a material breach by SRH, TJMSRH and TJM upon thirty (30) days prior written notice from the Town to SRH, TJMSRH and TJM and commencement to cure such breach has not commenced within such 30 day period.
16. 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.

17. 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.
18. 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.
19. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.
20. Solely in respect to the subject of this Agreement, this Agreement supersedes all prior negotiations, representations, understandings, or agreements, whether oral or written, and no modification, alteration, amendment, construction, or interpretation of this Agreement shall be binding on either Party unless reduced to writing and executed by each Party.
21. Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year above written.

TOWN OF MOREAU

By: _____

SRH, LLC

By: _____

TJMSRH, LLC

By: _____

TJM, LLC

By: _____

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

On the ___ day of April in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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

**AGREEMENT TO SUPPLY SEWER SERVICE TO PROPERTY
OUTSIDE OF THE SEWER DISTRICT**

THIS AGREEMENT is entered into this ___ day of May 2024 by and between the **Town of Moreau**, a municipal corporation existing by and under the laws of the State of New York, having its principal place of business located at 351 Reynolds Road, Moreau, New York, acting for and on behalf of Sewer District No. 1, Extension No. 5 of the Town of Moreau (hereinafter referred to as "Town"), and MB Morgan Holdings, LLC, a limited liability company existing by and under the laws of the State of New York, and having its principal place of business located at 11 Middleton Drive, South Glens Falls, New York 12803 (hereinafter referred to as "Morgan")

WITNESSETH:

WHEREAS, the Town has duly established Sewer District No. I, Extension 5 (the "Sewer District") within the boundaries of the Town and adopted rules and regulations for Sewer Districts as found in Chapter 115 of the Code of the Town of Moreau; and

WHEREAS, Morgan is the owner of real property located at 81-83 Sisson Road, Moreau, New York, identified by Tax Map No. 37.19-2-29 (hereinafter referred to as the "Subject Premises"); and

WHEREAS the Subject Premises is currently located outside the boundaries of the Sewer District but in the vicinity of the boundaries and/or infrastructure of the Sewer District; and

WHEREAS, Morgan desires at its sole cost and expense to extend municipal sewer infrastructure to the Subject Premises, connect to the sanitary sewer service of the Sewer

District and if necessary to purchase sewer capacity for the Sewer District so that the Subject Premises can be developed or receive the benefit of public sewers; and

WHEREAS, sewer infrastructure is required to support the Subject Premises; and

WHEREAS, the Town is presently completing a sewer project which will connect to the Saratoga County Sewer District No. 1 collection and treatment system to provide additional sanitary sewer treatment capacity (hereinafter referred to as the "County Connection"); and

WHEREAS, the Town expects to place the County Connection into service in the immediate future; and

WHEREAS, the Town through the Sewer District is willing to allow Morgan at its sole cost and expense to extend and connect the Subject Premises to the sewer infrastructure of the Sewer District upon the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. This Agreement shall be binding upon the parties and their respective successors, heirs, or assigns.
2. Until such time that the Town incorporates the Subject Premises into the Sewer District, all rules and regulations outlined in Town of Moreau Chapter 115 and now applying in the Sewer District, including any amendments to such rules and regulations as the Town Board may from time to time hereafter enact, shall apply in its entirety to the Subject Premises and Morgan agrees to comply with all said rules and regulations to the same extent as such rules and regulations apply to all other similarly situated properties.
3. Morgan shall, at its sole risk, cost, and expense, furnish and install all necessary infrastructure, including but not limited to sewer lines, mains, laterals, pump

stations, telemetry system and all the appurtenances needed for the Subject Premises to connect to the Sewer District. Construction and/or connection shall be completed in accordance with all applicable State, County and local regulations and as required by the Town's Water and Sewer Department.

4. Morgan, at its sole cost and expense, shall be responsible for obtaining all necessary easements, access agreements, permits, and approvals from any other governmental agencies, including, but not limited to, the County of Saratoga Highway and Sewer Departments, the State of New York Department of Health, and the State of New York Department of Environmental Conservation, and the Town of Moreau Water Department. The Town shall cooperate with Morgan to the extent necessary to obtain such approvals or permits.
5. Within sixty (60) days from the effective date of this Agreement, Morgan shall make application to the Town Board of the Town of Moreau pursuant to Article 12 or Article 12A of the New York State Town Law for an extension of the Sewer District to include the Subject Premises.
6. The Town shall accept dedication for sewer infrastructure installed within public roadways provided they are designed and constructed to the reasonable satisfaction of the Town of Moreau Water Department and in accordance with approved plans and specifications. Improvements located on private property shall be privately owned unless otherwise required under governmental approvals or permits.
7. Morgan shall be responsible for any legal and engineering fees required for the review of public water and sewer infrastructure plans, reports, and final

construction prior to backfill.

8. It is expressly agreed that the sanitary sewer service herein provided is exclusively for, and limited to, the Subject Premises and the land uses specifically approved by the Town of Moreau Planning Board and for no other uses or purposes.
9. All infrastructure, including, but not limited to, sewer lines, lateral lines, and pump stations to be installed and utilized by Morgan shall receive the prior approval of the Town Water Superintendent and shall be coordinated to be compatible with the Sewer District as the Sewer District exists at the time of design approval. Within forty-five (45) days from the effective date of this Agreement, Morgan shall provide the Town stamped engineering plans, specifications, and engineering reports depicting all infrastructure designs, sewer lines, lateral lines, connections, and pump stations.
10. Any water or sewer infrastructure to be dedicated to the Town shall be inspected by the Water Department or designee before trenches are filled, with inspection costs to be borne by Morgan.
11. Morgan hereby releases the Town from any and all liability which may arise out of any actions of the Town or its employees, agents, and consultants as well as the actions of Morgan or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject Premises and agrees to indemnify and hold harmless the Town from any and all liability which may arise out of any actions of Morgan or its employees, agents, or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the Subject

Premises.

12. It is hereby agreed that all rules and regulations set forth in Chapter 115 and now applying in the Sewer District including any amendments to such rules and regulations as the Town Board may from time to time hereafter enact, shall apply in their entirety to the Subject Premises, and Morgan agrees to comply with all said rules and regulations. Morgan shall pay a connection fee to the Town in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per equivalent dwelling unit at the time that a building permit is issued by the Town's Building Department or final approval is granted by the Town of Moreau Planning Board whichever event first occurs and \$400.00 per equivalent dwelling unit thereafter beginning on January 1, 2025 and continuing on an annual basis on January 1 of each year until modified by the Town of Moreau Town Board. All billing will be sent to Morgan. Payment of invoices must be remitted in full to the Town within thirty days of issuance, and if payment is not received within the said thirty days the Town shall be entitled to initiate an action against Morgan to recover all arrears together with all disbursements, court costs and attorneys' fees.
13. It is agreed that at such time when the Subject Premises in its entirety is included in the Sewer District, in any extension of the Sewer District or in any Consolidated Sewer District, then and in that event, this Agreement shall become null and void with the exception of required permit review and approval, indemnification, and reserve capacity purchase terms. The Subject Premises shall remain subject to compliance with Chapter 115 and any amendments thereto.
14. No Town public water or sewer infrastructure construction or connections will be

- allowed until detailed shop drawings are reviewed by the design engineer and subsequently approved in writing by the Town Water Superintendent, whose review shall be completed within sixty (60) days of submission by the design engineer.
15. This Agreement may be canceled by the Town in the event of a material breach by Morgan upon thirty (30) days prior written notice from the Town to Morgan and commencement to cure such breach has not commenced within such 30 day period.
 16. 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.
 17. 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.
 18. 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.
 19. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

20. Solely in respect to the subject of this Agreement, this Agreement supersedes all prior negotiations, representations, understandings, or agreements, whether oral or written, and no modification, alteration, amendment, construction, or interpretation of this Agreement shall be binding on either Party unless reduced to writing and executed by each Party.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year above written.

TOWN OF MOREAU

By: _____

MB MORGAN HOLDINGS, LLC

By: _____

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

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

NOTARY PUBLIC

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

On the ___ day of May in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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



**** CHANGE ORDER ****

NO.: 5

DATED: 1-12-24

PROJECT County Forcemain Connection - Contract 2
 OWNER Town of Moreau
 CONTRACTOR Bellamy Construction Company, Inc CONTRACT DATE 2/10/2023

CONTRACT FOR County Forcemain Connection - Contract 2
 TO: Bellamy Construction Company, Inc (CONTRACTOR)

You are directed to make the changes noted below in the above contract:
 Owner Town of Moreau
 By Jesse Fish, Supervisor
 Date _____

NATURE OF THE CHANGE:

- 1) Unless directed otherwise in writing by the Town Supervisor or authorized representative on or before January 24, 2024, the Contractor is hereby authorized to proceed with installing Item 4D Furnishing and Installation of 20" casing pipe with 10" carrier pipe at 395 Fortsville Road, 405 Fortsville Road, and 445 Fortsville Road. Payment will be by unit price bid, with additional payment to be made for extra work associated with the effort required that is not already included in the unit price bid. Extra work will be payable at the actual cost plus overhead as defined by section 2.7.14.c of the agreement. A detailed description of extra work activities shall be provided to Town for approval prior to initiating extra work, with the approved plan serving as the basis for tracking cost plus portions for future payment applications.
- 2) The substantial completion date is hereby changed to March 31, 2023.

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order	\$	<u>4,068,600.00</u>
Net (Increase) (Decrease) Resulting From This Change Order	\$	<u>0</u>
Current Contract Price Including This Change Order	\$	<u>0</u>
Contract Time Prior To This Change Order	_____	Calendar Days,
or A Completion Date of	<u>March 31, 2024</u>	
Net (Increase) (Decrease) Resulting From This Change Order	_____	Calendar Days.
Current Contract Time Including This Change Order	_____	Calendar Days, or A Completion Date of _____

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.
 By Donald C. Rhodes, P.E., Project Manager
 Date 2-27-24

THE ABOVE CHANGES ARE ACCEPTED:

Contractor: Bellamy Construction Company, Inc
 By Tanya Bellamy, President
 Date 2.1.2024



**** CHANGE ORDER ****

NO.: 6

DATED: 4/10/2024

PROJECT County Forcemain Connection - Contract 2

OWNER Town of Moreau

CONTRACTOR Bellamy Construction Company, Inc CONTRACT DATE 2/10/2023

CONTRACT FOR County Forcemain Connection - Contract 2

TO: Bellamy Construction Company, Inc (CONTRACTOR)

You are directed to make the changes noted below in the above contract:

Owner Town of Moreau

By Jesse Fish, Supervisor

Date _____

NATURE OF THE CHANGE:

1. Reduce Contract by \$55,915.00 to reflect actual quantities used. (-\$55,915.00)
2. The Contractor will provide a credit in the amount of \$105.51 per each Air Release Manhole (Item 2AR) installed. This credit is for the omission of pipe stands within the AR structures. (-\$1,793.67)
3. The Contractor will provide a credit in the amount of \$7.57 per LF of Item 4B installed for the use of 18" pipe in lieu of the 20" casing pipe specified. (-\$7,834.95)
4. Change Order No. 1 provided a \$1,200 credit per Item 2AR installed. The total value of this change order was based on the estimated Item 2AR quantity of 18 although only 17 were installed. Therefore the Contract amount is increased by \$1,200 to account for the discrepancy. (\$1,200)

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order	\$ <u>4,068,600.00</u>
Net (Increase) (Decrease) Resulting From This Change Order	\$ <u>-64,343.62</u>
Current Contract Price Including This Change Order	\$ <u>4,004,256.38</u>
Contract Time Prior To This Change Order _____	Calendar Days,
or A Completion Date of <u>March 31, 2023</u>	
Net (Increase) (Decrease) Resulting From This Change Order _____	Calendar Days.
Current Contract Time Including This Change Order _____	Calendar Days, or A Completion Date of _____.

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.

By Donald C. Rhodes, P.E., Project Manager

Date _____

THE ABOVE CHANGES ARE ACCEPTED:

Contractor: Bellamy Construction Company, Inc

By Tanya Bellamy, President

Date _____

May 22, 2024
VIA EMAIL & MAIL

Mr. Jesse Fish, Supervisor
Town of Moreau
351 Reynolds Road
Moreau, New York 12828

Re: **Payment Application Form**
County Forcemain Connection
Town of Moreau, New York

Dear Supervisor Fish:

As you know, the Town has requested that the Laberge Group modify payment application form number 9 (PE9) to show a maximum claim amount and require the Contractor to submit a complete claim in the future.

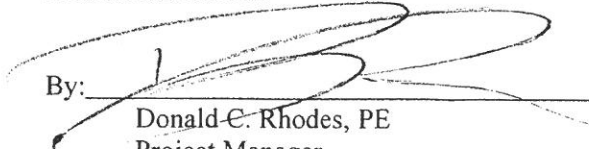
Since the Town has opted to deal with this claim outside of the terms of the construction contract, we recommend that the Town and Contractor enter into a separate agreement to memorialize whatever the terms and conditions of resolving the Contractor's claims will be. Laberge Group has not been provided with the details of a claim and cannot in good faith include an innocuous statement on the payment estimate for which we are recommending payment.

In light of the above, we recommend that the Contractor use Section 5 – Certificate of the Contractor to indicate that an "honest claim exists" and attach a copy of the detailed claim with their signed form. The claim should be prepared as outlined in section 2.7.14 of the agreement. We also require the submission of a complete certified payroll package, substantial completion certificate, and a waiver of lien before final payment can be released as set forth under section 2.7.20.

Please note that the Waiver of Lien document may need to be adjusted by the Town's attorney since our standard form aligns with Laberge Group's final recommended payment amount and does not account for any future claim settlement amount. We have included a copy of our standard lien document for your attorney's convenience.

As always, please feel free to call with any questions or comments.

Very truly yours,
LABERGE GROUP

By: 
Donald C. Rhodes, PE
Project Manager

DCR: mae
Enc.

C: William Ryan, Esq., Attorney for the Town (email only with enclosure)

J:\2021140\Correspondence\Fish_Payment Estimate 9.docx

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENT: That with reference to a Contract, dated, February 21, 2024 between the undersigned: Bellamy Construction Co., Inc. and the Town of Moreau, New York for County Forcemain Connection - Contract 2.

The undersigned hereby certifies that, all bills and claims of every nature incurred in connection with said Contract, and any amendments thereto, have been fully paid and satisfied.

In consideration of \$703,262.31 as final payment, the undersigned hereby remises, releases and forever discharges the Town of Moreau, New York from all claims arising out of said Contract and amendments thereto, and the undersigned agrees to indemnify the Town of Moreau, New York and save it harmless from any claim, demand, lien or right of lien which may now or hereafter be asserted thereunder, by the undersigned or any other party entitled to such claim, demand or lien, and to defend all actions arising therefrom paying any costs, expenses and fees incident thereto. Further, the undersigned agrees to arrange the immediate release by payment of bond, of any liens which might be filed.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET ITS HAND AND SEAL THIS _____ DAY OF _____, 2024.

Company: Bellamy Construction Co., Inc.

By: _____
(Name)

Title: _____

State of _____

County of _____

Sworn to before me this _____

day of _____ 2024

Notary

BUILDING DEPARTMENT (Cont.)

Discussion: Supervisor Fish said the Building Department Clerk position had been vacant for 6 months prior to Katrina Flexon’s hiring. After checking into the budget, he said there is sufficient funding to hire someone to help in the office for no more than four weeks. Supervisor Fish added that there couldn’t be a better person for the job than someone who worked in that office over 25 years. Councilmember Noonan asked how many hours a week the position would be. Supervisor Fish said, “20.”

Resolution 116-2024 A motion was made by Councilmember Killian, second by Councilmember Donohue to hire Kathy Perez at \$20/hr. for 20 hours week on a contract basis to assist and train the Building Dept. Clerk beginning March 4, 2024.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:0

FORTSVILLE ROAD

Discussion: Supervisor Fish described the situation on Fortsville Road; Bellamy is extending sewer line past 3 homes whose wells are too close to the sewer path. Sleeving the line would encapsulate the sewer contents to prevent potential contamination of the wells. As an alternative, the project’s engineers proposed moving to approximately 600 feet of open trench, eleven feet deep with County storm sewer running alongside it. He said with this there would be potential to lose part of the storm sewer, and part of the road. The entire project is to be paid for by the Town of Moreau, and the original contract sum was to have been \$223,000.00. Supervisor Fish said he had met with Bellamy who told him they do not want to trench the area and risk losing the storm drain, road, and telephone pole. He said neither he nor the contractor understood why they wanted the open trench. He said the contractor’s revised proposal which includes pulling the line through as it has been done on the rest of the line, would cost just over \$203,000.00. According to Supervisor Fish, doing it the way Laberge wanted it done would cost \$260,000.00. He said the Town would save \$60,000.00 letting the contractor continue to work the way he had been. When he inquired of Laberge why they wanted an open trench he said he received no response. They did send a letter saying they wouldn’t pay for restoration of any properties affected, Supervisor Fish added. He went on to say Bellamy’s package price includes “soup to nuts” for the \$203,000+ figure. He also said if the county road were lost due to trenching, the Town would be liable for much more than \$257,000.00. Councilmember Killian said from his experience as an electrician, there is more risk in digging than with a trench. Councilmember Killian said he was confused why this is being worked out now. Supervisor Fish said this should have been engineered, accounted for, and inclusive at the beginning. He said he did not understand why the Town is paying for this as well. Councilmember Noonan said he would also like to save the Town \$60,000, but wanted to know if there would be any legal ramifications if the Town goes against the engineers’ recommendations.

Resolution 117-2024 A motion was made by Councilmember Donohue, second by Councilmember Killian to accept Bellamy's revised lump sum proposal of \$203,989.00.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:0

ETHICS ADVISORY COUNCIL

Resolution 118-2024 A motion was made by Councilmember Donohue, second by Councilmember Killian to appoint Sonya Fowler to the Ethics Advisory Council for the remainder of the term ending December 31, 2026.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:0

BOARD OF ASSESSMENT REVIEW

Supervisor Fish said the stipend of Planning and Zoning Board members had been increased in 2023. He was looking to approve an increased stipend for Board of Assessment Review members to \$100 from \$75. He added this is an increase of \$270 from the Assessor's budget.

Resolution 119-2024 A motion was made by Councilmember Donohue, second by Councilmember Killian to increase the meeting stipend for Board of Assessment Review members to \$100.

Asked if all were in favor, the responses were as follows:

Councilmember Noonan	Aye
Councilmember Killian	Aye
Councilmember Donohue	Aye
Supervisor Fish	Aye

The motion carried 4:0

CONCERTS IN THE PARK

Discussion: Supervisor Fish said that Councilmember Donohue had consulted with Counsel and learned that the Town is able to sponsor concerts in the park. Councilmember Donohue said he is a member of the Chamber

DEED OF DEDICATION OF BLUEBIRD VILLAGE PUMP STATION

THIS INDENTURE, Made this ____ day of May, 2024.

BETWEEN,

BLUEBIRD VILLAGE LLC, a New York limited liability company with an office for the transaction of business at 536 Bay Road, Queensbury, New York 12804, party of the first part, and

TOWN OF MOREAU, a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 351 Reynolds Road, Moreau, New York, 12803, party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE AND 00/100 DOLLARS (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all right, title and interest in and to the grinder pump station and, constituting the Bluebird Village Pump Station installed on SBL 50.-2-1.11 in the Town of Moreau as outlined in the Schedule "A" attached hereto and made part hereof.

SUBJECT to any and all enforceable covenants, conditions, restrictions and easements of record; and any state of facts which an inspection and/or accurate survey may show.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said property,

TO HAVE AND TO HOLD the property herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants as follows:

FIRST, that the party of the first part has suffered no liens or encumbrances of the property conveyed.

SECOND, that the party of the first part will forever Warrant the title to said property.

IN WITNESS WHEREOF, the party of the first part has cause these presents to be signed by its duly authorized office this ____ day of May, 2024.

BLUEBIRD VILLAGE LLC

**By: Schermerhorn Residential Holdings,
L.P. Its sole member**

**By: Schermerhorn Management, Inc., its
general partner**

By: _____
Richard P. Schermerhorn, Jr., President

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

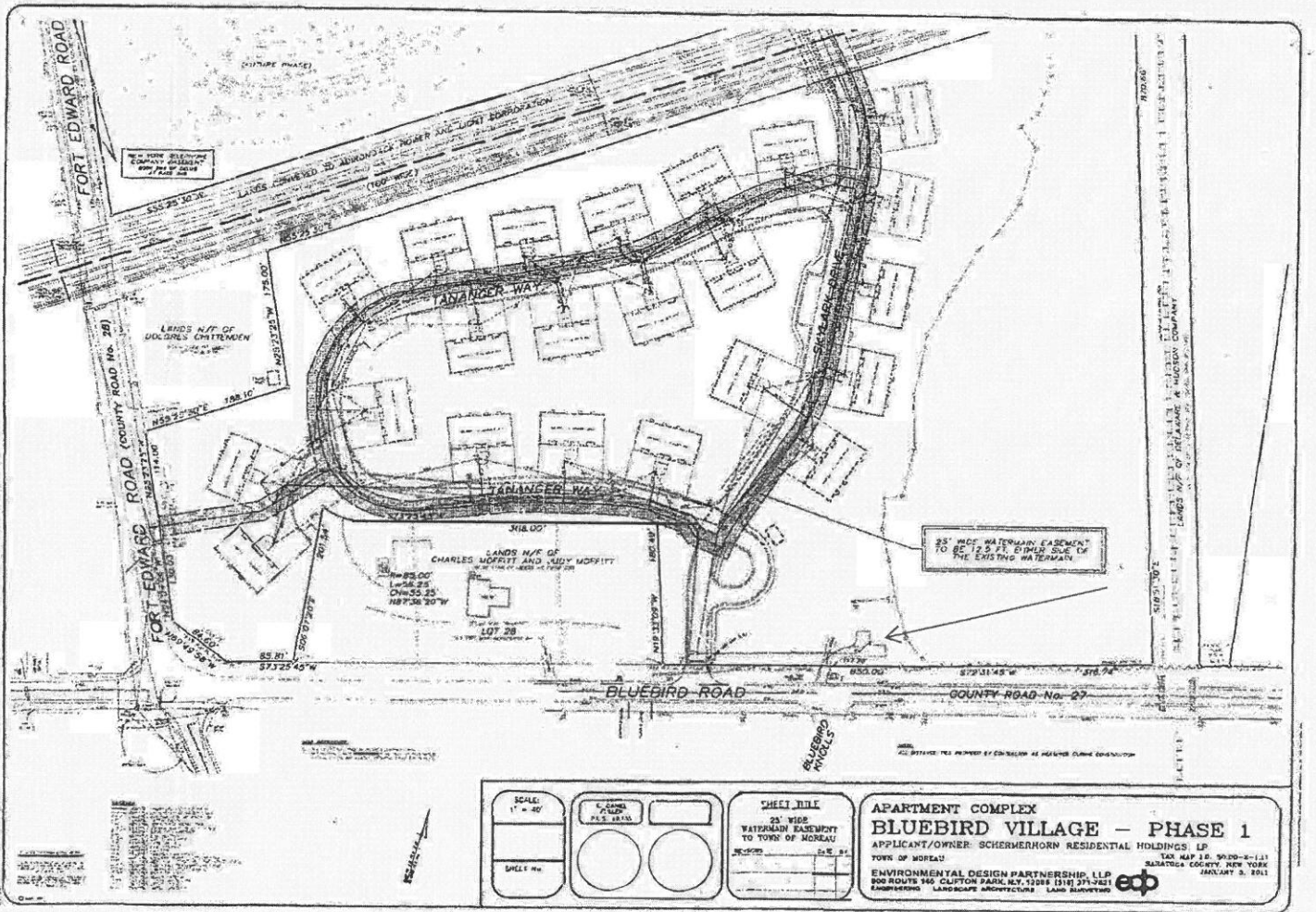
On the ____ day of May in the year of 2024 before me, the undersigned, personally appeared Richard P. Schermerhorn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

BLUEBIRD VILLAGE PUMP STATION



BLUEBIRD ROAD, SOUTH GLENS FALLS NY 12803



SCALE: 1" = 40' SHEET NO.	6. CANAL 21.5' DIA. 	SHEET TITLE 25' WIDE WATERMAIN EASEMENT TO TOWN OF MOREAU SHEETS: 1-2, 3-4	APARTMENT COMPLEX BLUEBIRD VILLAGE - PHASE 1 APPLICANT/OWNER: SCHERMERHORN RESIDENTIAL HOLDINGS LP TOWN OF MOREAU ENVIRONMENTAL DESIGN PARTNERSHIP, LLP 200 ROUTE 140, CLIFTON PARK, N.Y. 12028 (518) 371-7421 ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS JANUARY 5, 2011
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December 23, 2008

50.-2-4, 50.-2-5, 50.-2-6, 50.-2-100.3, 50.-2-16, 50.-2-97, 50.-2-101, 50.2-80, 50.-2-19.2, 50.-2-19.1 and remaining parts of 50.1-1-27, 50.1-1-42, 50.1-1-41, 50.1-1-39, 50.1-1-38, 50.-2-1.11, 63.-4-1.11, 50.-2-1.2, 50.-2-78, 50.-2-77, 50.-2-87, 50.-2-75.12, 50.-275.111, 50.-2-75.3, 50.-2-75.2, 50.-2-72.2, 50.-2-72.111, 50.-2-72.112 and 50.-2-71.

SEWER DISTRICT 1 – EXTENSION 2:

Attorney Auffredou stated the next is the Sewer District Extension. The same process is followed. SEQRA lead agency has been established.

Attorney Auffredou read the questions in Part 2 of the EAF for Extension 1 to Water District 4 and the board answered "no" or "none" to all the questions in Part 2. The box was checked in Part III that reads in part "action will not result in any significant adverse environmental impacts".

A motion was made by Councilman Cumm and seconded by Councilwoman LeClair declaring a negative declaration under SEQRA.

Roll call vote resulted as follows:

Councilman Kusnierz Yes

Councilman Cumm Yes

Councilman Prendergast Yes

Councilwoman LeClair Yes

Supervisor Jenkins Yes

A motion was made by Councilman Cumm and seconded by Councilwoman LeClair to adopt the following resolution establishing Extension No. 2 of Sewer District No. 1 within the Town of Moreau.

WHEREAS, the Town Board of the Town of Moreau ("Town Board") is considering the establishment of Extension No. 2 of Sewer District No. 1 within the Town of Moreau as described in the Map, Plan and Report that has been prepared for Extension No. 2 of Sewer District No. 1; and

WHEREAS, a public hearing on the establishment of Extension No. 2 of Sewer District No. 1 was duly conducted by the Town Board on December 9, 2008 at 6:50 p.m. at the Moreau Town Hall; and

WHEREAS, the Notice of Public Hearing was published and posted as required by law; and

WHEREAS, the Town Board has considered the comments made at the public hearing; and

WHEREAS, the Town Board finds that the Petition submitted by Evergreen Run, LLC, the property owner and Schermerhorn Residential Holdings, L.P., the developer of all property located within the proposed district extension is sufficient and is in compliance with the requirements of Section 191 of the Town Law; and

WHEREAS, pursuant to Section 194 of the Town Law, the Town Board finds that all property and property owners within the proposed district extension are benefited by the creation and establishment of Extension No. 2 of Sewer District No. 1; and

WHEREAS, pursuant to Section 194 of the Town Law, the Town Board further finds that the creation of Extension No. 2 of Sewer District No. 1 will benefit the property owner within the proposed extension area of the Sewer District which consists of a single parcel (approximately 40 acres) located within the northeast quadrant of the Bluebird Road and Fort Edward Road intersection of the Town of Moreau. The parcel which comprises the District extension is more particularly identified as SBL 50.-2-1.11; and

WHEREAS, the Town Board finds that all property and property owners benefited are included within the limits and boundaries of Extension No. 2 of Sewer District No. 1; and

WHEREAS, the Town Board finds that the establishment of Extension No. 2 of Sewer District No. 1 is in the public

December 23, 2008

interest; and

WHEREAS, the Town Board as lead agency has issued a determination of non-significance under SEQRA for this unlisted action;

NOW, THEREFORE, the Town Board hereby establishes Extension No. 2 of Sewer District No. 1 in the Town of Moreau as more fully detailed and described in the Map, Plan and Report and conditioned upon the following:

1. That the Town of Moreau may, if deemed necessary, enter into an Addendum to the Facility Agreement with the Board of Water and Sewer Commissioners of the City of Glens Falls which Facility Agreement is dated September 14, 1994, to provide for additional reserve capacity at the Glens Falls Sewage Treatment Plant particular to the wastewater generated from the District extension parcels. The Supervisor is hereby authorized to enter into any such addendum to the Facility Agreement on behalf of the Town upon the recommendation from the attorney for the Town.
2. That the Town of Moreau may, if necessary, enter into an agreement with Schermerhorn Residential Holdings, LP whereby Schermerhorn Residential Holdings, LP, and its successors and assigns shall be solely and exclusively responsible for paying or reimbursing the Town of Moreau for all reserve sewage capacity purchase payments, use payments, and any other payments that the Town of Moreau is or shall be required to make to the Board of Water and Sewer Commissioners of the City of Glens Falls pursuant to the original Facility Agreement and any Addendum to the Facility Agreement related to the District extension parcel. The Supervisor is hereby authorized to execute such an agreement on behalf of the Town upon the recommendation of the attorney for the Town.
3. All construction and connection costs including all necessary infrastructure associated with Extension No. 2 of Sewer District No. 1 and all maintenance and repair costs (excluding sewer main once dedicated to the Town) shall be the responsibility of Schermerhorn Residential Holdings, LP or its successors and assigns.
4. Upon compliance with Conditions Nos. 1 and 2 above, the construction of the necessary improvements to provide municipal sewer service in Extension No. 2 of Sewer District No. 1 is hereby authorized.
5. The Town of Moreau and Schermerhorn Residential Holdings, LLC, or its successors and assigns shall enter into a written agreement which shall provide that, at the request of the Town of Moreau, Schermerhorn Residential Holdings, LP or its successors and assigns, shall transfer all sewer infrastructure including pump station(s) on SBL 50.-2-1.11 to the Town for One Dollar (\$1.00).

AND BE IT FURTHER RESOLVED, that the Rules and Regulations for Sewer District No. 1 contained in Article 1 of Chapter 115 of the Moreau Town Code shall apply to and be enforced in Extension No. 2 of Sewer District No. 1; and

BE IT FURTHER RESOLVED, that the Supervisor and Town Clerk are hereby authorized to execute and deliver all necessary documents to further the purposes of this Resolution; and

BE IT FURTHER RESOLVED, that pursuant to Section 195 of the Town Law, the Town Clerk shall cause a certified copy of this Resolution to be duly recorded in the Office of the Saratoga County Clerk and shall also cause a certified copy of this Resolution to be filed in the Office of the State Department of Audit and Control.

Roll call vote resulted as follows:

- Councilman Cumm Yes
- Councilman Prendergast Yes
- Councilwoman LeClair Yes
- Councilman Kusnierz No
- Supervisor Jenkins Yes

JOE Patrick

GRINDER PUMP EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS INDENTURE, made this ____ day of May, 2024, among BLUEBIRD VILLAGE LLC (“Grantor”), and the TOWN OF MOREAU, having an address of 351 Reynolds Road, Moreau, New York 12803 (hereinafter the “Grantee”).

WHEREAS, the Grantor is the owner of or has an interest in a certain parcel of land hereinafter described, identified on the Town of Moreau tax map as Tax I.D. 50.-2-1.11 and which land is described in deeds recorded in the Saratoga County Clerk’s Office as Instrument Numbers 2009012641 and 2009012642 in which it is necessary for Grantee, its successors and assigns, to enter, maintain, pass through, cross or encroach upon for the purpose of maintaining a grinder pump and appurtenances.

WHEREAS, Grantor has transferred ownership of the grinder pump and appurtenances to the Grantee,

NOW, THEREFORE, the Grantor, in consideration of ONE AND 00/100 (\$1.00) lawful money of the United States, paid to Grantor, and for the benefits to accrue to the Grantor individually and as property owner in the Town of Moreau, and in further consideration of the covenants herein contained and other good and sufficient consideration, receipt whereof is hereby acknowledged, does hereby grant, convey, and release to the Grantee, its respective successors and/or assigns forever, a permanent twenty-five (25) foot wide easement and right-of-way, together with the permanent right, privilege and authority to enter upon, the permanent easement and right-of-way, the location of which the permanent easement and right-of-way is described as shown on the map annexed hereto and incorporated herein as **Exhibit “A”** and as outlined in the description annexed hereto and incorporated herein as **Exhibit “B”** for the purpose of maintaining a grinder pump and all necessary and desirable components and appurtenances with the right of ingress and egress for any and all purposes connected with the construction, maintenance, use, operation, repair, reconstruction, patrolling and inspection of the grinder pump and appurtenances including the removal of growing crops, trees and shrubs therefrom and the right to bring upon the said easement and right-of-way such equipment as may be necessary to do any and all acts deemed necessary to maintain and repair such grinder pump and appurtenances in such easement and area and right-of-way. In addition, if it becomes reasonably necessary in the course of replacement, repairs and maintenance of the grinder pump and appurtenances, the Grantee or its agents, may enter upon the lands of the Grantor immediately adjacent to the easement and right-of-way and temporarily lay excavated dirt thereon or use machines and tools thereon.

TOGETHER, with rights of ingress and egress to and from the said easement and right-of-way as herein defined for all of the purposes and for any other purpose reasonably incidental to the operation of a grinder pump system, including a temporary easement and right-of-way as may be necessary to accomplish the purposes herein described.

The Grantor, its grantees, successors and assigns, shall not undertake any construction on the easement and right-of-way or strip of land upon which such easement is herein granted which in any way will interfere with the complete access by the said Grantee and its respective agents, servants and employees, to the grinder pump and appurtenances for any of the purposes set forth

above, including access, repairs and maintenance; and said Grantee, its respective successors and assigns, may remove from such easement and right-of-way any obstruction which may interfere with the operation, access or maintenance of said grinder pump and appurtenances. The Grantor may improve upon its property in the easement and right-of-way, including driveways, roadways, pavements, parking area, shrubs, signs and/or other construction to the extent permissible by law, ordinances, regulations or restrictions then in existence as long as the improvement does not conflict with the grinder pump and appurtenances or restrict the Grantee's ability to replace, maintain and/or repair said grinder pump and appurtenances. Any such improvement subsequent to the construction of the improvements which have been previously approved by the Town of Moreau Planning Board, shall be submitted to the Grantee for its review and approval prior to Grantor carrying out such improvements. In the event that the said Grantee, its respective successors and assigns, shall find it necessary in the future to excavate on the said premises for the purposes of repairing or maintaining the said grinder pump and appurtenances, the said Grantee, or its respective successors or assigns, shall restore any lawn, shrubs, pavement which are removed for the purpose of making such repairs or providing such maintenance to the said grinder pump and appurtenances.

Grantor hereby warrants that it has fee simple title in the area of land or property compromising the easement and right-of-way described herein and that said land or property is free from liens or encumbrances.

This instrument shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESSES WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

BLUEBIRD VILLAGE LLC
By: Schermerhorn Residential
Holdings, L.P.
Its sole member
By: Schermerhorn Management, Inc.,
its general partner

By: _____
Richard P. Schermerhorn, Jr., President

TOWN OF MOREAU
By: Town of Moreau Supervisor

By: _____
Jesse Fish, Supervisor

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

On the ____ day of May in the year of 2024 before me, the undersigned, personally appeared Richard P. Schermerhorn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

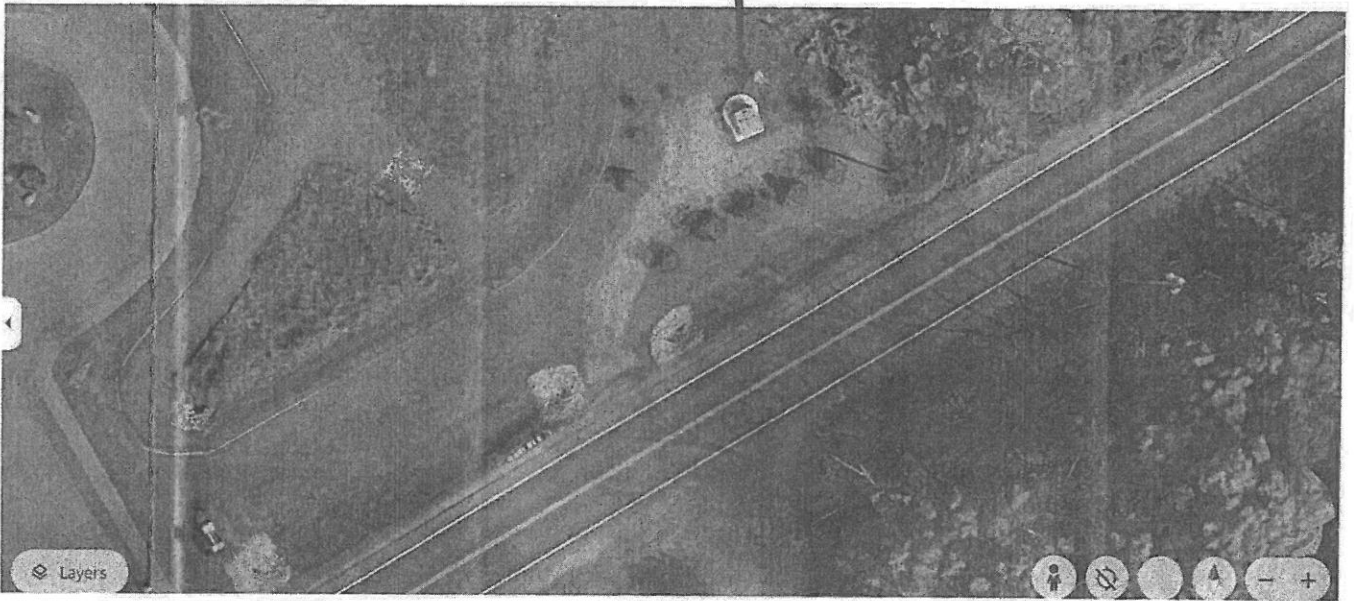
Notary Public

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

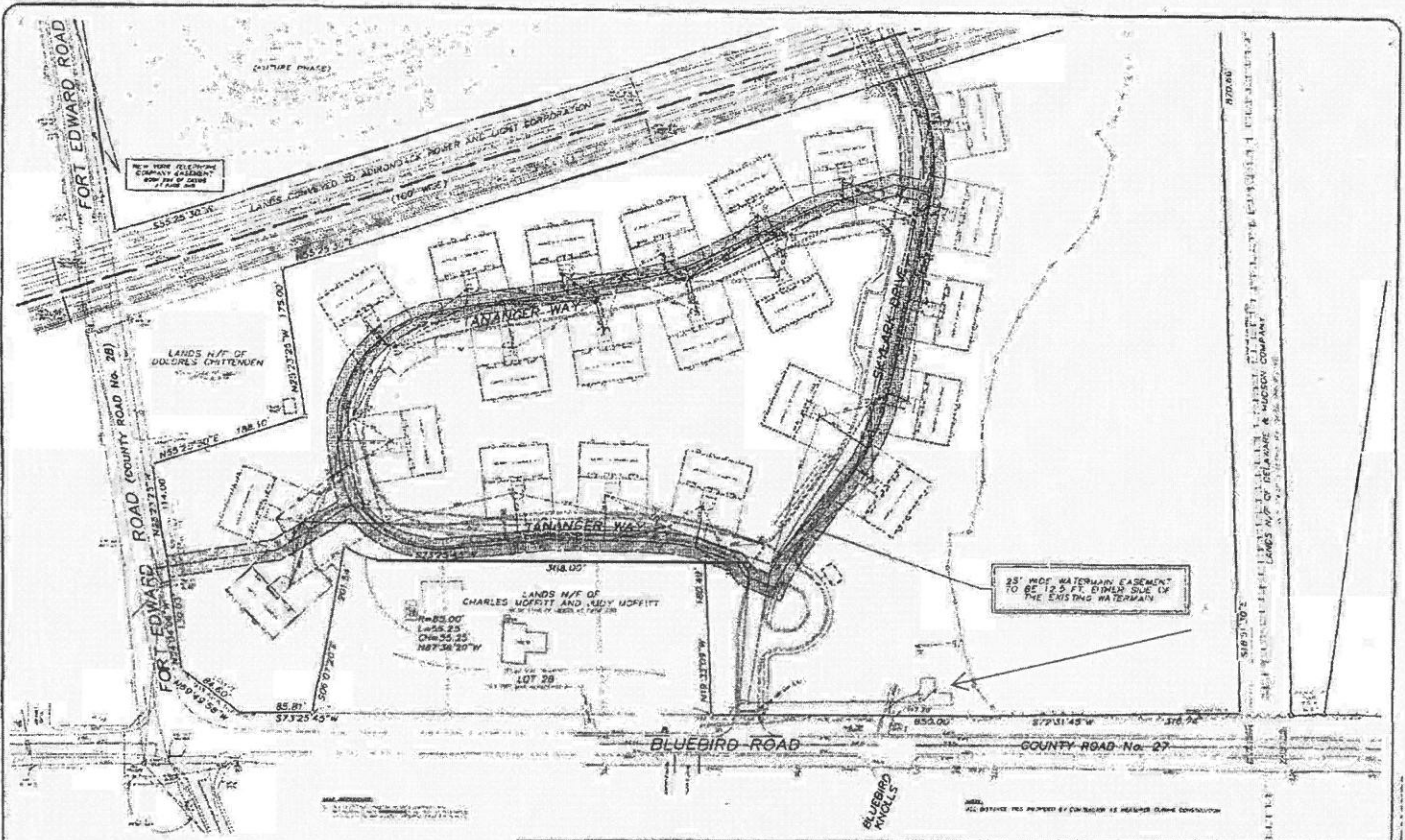
On the ____ day of May in the year of 2024 before me, the undersigned, personally appeared Jesse Fish, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in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

Notary Public

BLUEBIRD VILLAGE PUMP STATION



BLUEBIRD ROAD, SOUTH GLENS FALLS NY 12803



ALL DISTANCES ARE SHOWN BY DIMENSION LINE UNLESS OTHERWISE NOTED
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SCALE: 1" = 40' SHEET No.	E. CHEN P.L.S. P.L.S. 12/10	SHEET TITLE 25' WIDE WATERMAIN EASEMENT TO TOWN OF MORLAU PROJECT No. DATE	APARTMENT COMPLEX BLUEBIRD VILLAGE - PHASE 1 APPLICANT/OWNER: SCHERMERNHORN RESIDENTIAL HOLDINGS, LP TOWN OF MORLAU ENVIRONMENTAL DESIGN PARTNERSHIP, LLP 306 ROUTE 146, CLIFTON PARK, NY 12018 (315) 371-9251 ENGINEERING LANDSCAPE ARCHITECTURE LAND SURVEYING 122 MAP 3-D, 9000-R-111 SARATOGA COUNTY, NEW YORK JANUARY 9, 2011
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December 23, 2008

50.-2-4, 50.-2-5, 50.-2-6, 50.-2-100.3; 50.-2-16, 50.-2-97, 50.-2-101, 50.2-80, 50.-2-19.2, 50.-2-19.1 and remaining parts of 50.1-1-27, 50.1-1-42, 50.1-1-41, 50.1-1-39, 50.1-1-38, 50.-2-1.11, 63.-4-1.11, 50.-2-1.2, 50.-2-78, 50.-2-77, 50.-2-87, 50.-2-75.12, 50.-275.111, 50.-2-75.3, 50.-2-75.2, 50.-2-72.2, 50.-2-72.111, 50.-2-72.112 and 50.-2-71.

SEWER DISTRICT 1 – EXTENSION 2:

Attorney Auffredou stated the next is the Sewer District Extension. The same process is followed. SEQRA lead agency has been established.

Attorney Auffredou read the questions in Part 2 of the EAF for Extension 1 to Water District 4 and the board answered "no" or "none" to all the questions in Part 2. The box was checked in Part III that reads in part "action will not result in any significant adverse environmental impacts".

A motion was made by Councilman Cumm and seconded by Councilwoman LeClair declaring a negative declaration under SEQRA.

Roll call vote resulted as follows:

Councilman Kusnierz Yes

Councilman Cumm Yes

Councilman Prendergast Yes

Councilwoman LeClair Yes

Supervisor Jenkins Yes

A motion was made by Councilman Cumm and seconded by Councilwoman LeClair to adopt the following resolution establishing Extension No. 2 of Sewer District No. 1 within the Town of Moreau.

WHEREAS, the Town Board of the Town of Moreau ("Town Board") is considering the establishment of Extension No. 2 of Sewer District No. 1 within the Town of Moreau as described in the Map, Plan and Report that has been prepared for Extension No. 2 of Sewer District No. 1; and

WHEREAS, a public hearing on the establishment of Extension No. 2 of Sewer District No. 1 was duly conducted by the Town Board on December 9, 2008 at 6:50 p.m. at the Moreau Town Hall; and

WHEREAS, the Notice of Public Hearing was published and posted as required by law; and

WHEREAS, the Town Board has considered the comments made at the public hearing; and

WHEREAS, the Town Board finds that the Petition submitted by Evergreen Run, LLC, the property owner and Schermerhorn Residential Holdings, L.P., the developer of all property located within the proposed district extension is sufficient and is in compliance with the requirements of Section 191 of the Town Law; and

WHEREAS, pursuant to Section 194 of the Town Law, the Town Board finds that all property and property owners within the proposed district extension are benefited by the creation and establishment of Extension No. 2 of Sewer District No. 1; and

WHEREAS, pursuant to Section 194 of the Town Law, the Town Board further finds that the creation of Extension No. 2 of Sewer District No. 1 will benefit the property owner within the proposed extension area of the Sewer District which consists of a single parcel (approximately 40 acres) located within the northeast quadrant of the Bluebird Road and Fort Edward Road intersection of the Town of Moreau. The parcel which comprises the District extension is more particularly identified as SBL 50.-2-1.11; and

WHEREAS, the Town Board finds that all property and property owners benefited are included within the limits and boundaries of Extension No. 2 of Sewer District No. 1; and

WHEREAS, the Town Board finds that the establishment of Extension No. 2 of Sewer District No. 1 is in the public

December 23, 2008

interest; and

WHEREAS, the Town Board as lead agency has issued a determination of non-significance under SEQRA for this unlisted action;

NOW, THEREFORE, the Town Board hereby establishes Extension No. 2 of Sewer District No. 1 in the Town of Moreau as more fully detailed and described in the Map, Plan and Report and conditioned upon the following:

1. That the Town of Moreau may, if deemed necessary, enter into an Addendum to the Facility Agreement with the Board of Water and Sewer Commissioners of the City of Glens Falls which Facility Agreement is dated September 14, 1994, to provide for additional reserve capacity at the Glens Falls Sewage Treatment Plant particular to the wastewater generated from the District extension parcels. The Supervisor is hereby authorized to enter into any such addendum to the Facility Agreement on behalf of the Town upon the recommendation from the attorney for the Town.

2. That the Town of Moreau may, if necessary, enter into an agreement with Schermerhorn Residential Holdings, LP whereby Schermerhorn Residential Holdings, LP, and its successors and assigns shall be solely and exclusively responsible for paying or reimbursing the Town of Moreau for all reserve sewage capacity purchase payments, use payments, and any other payments that the Town of Moreau is or shall be required to make to the Board of Water and Sewer Commissioners of the City of Glens Falls pursuant to the original Facility Agreement and any Addendum to the Facility Agreement related to the District extension parcel. The Supervisor is hereby authorized to execute such an agreement on behalf of the Town upon the recommendation of the attorney for the Town.

3. All construction and connection costs including all necessary infrastructure associated with Extension No. 2 of Sewer District No. 1 and all maintenance and repair costs (excluding sewer main once dedicated to the Town) shall be the responsibility of Schermerhorn Residential Holdings, LP or its successors and assigns.

4. Upon compliance with Conditions Nos. 1 and 2 above, the construction of the necessary improvements to provide municipal sewer service in Extension No. 2 of Sewer District No. 1 is hereby authorized.

5. The Town of Moreau and Schermerhorn Residential Holdings, LLC, or its successors and assigns shall enter into a written agreement which shall provide that, at the request of the Town of Moreau, Schermerhorn Residential Holdings, LP or its successors and assigns, shall transfer all sewer infrastructure including pump station(s) on SBL 50.-2-1.11 to the Town for One Dollar (\$1.00).

AND BE IT FURTHER RESOLVED, that the Rules and Regulations for Sewer District No. 1 contained in Article 1 of Chapter 115 of the Moreau Town Code shall apply to and be enforced in Extension No. 2 of Sewer District No. 1; and

BE IT FURTHER RESOLVED, that the Supervisor and Town Clerk are hereby authorized to execute and deliver all necessary documents to further the purposes of this Resolution; and

BE IT FURTHER RESOLVED, that pursuant to Section 195 of the Town Law, the Town

Clerk shall cause a certified copy of this Resolution to be duly recorded in the Office of the

Saratoga County Clerk and shall also cause a certified copy of this Resolution to be filed in the

Office of the State Department of Audit and Control.

Roll call vote resulted as follows:

Councilman Cumm Yes

Councilman Prendergast Yes

Councilwoman LeClair Yes

Councilman Kusnierz No

Supervisor Jenkins Yes

Handwritten signature: JOE Patrick

TOWN OF MOREAU

**BLUEBIRD VILLAGE
PUMP STATION UPGRADE**

MAY 2024

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Moreau is accepting bids for the upgrade of the Bluebird Village pump station in accordance with the specifications on file with the Moreau Town Clerk at the address listed below.

The Moreau Town Clerk will receive the sealed proposals at the Moreau Town Hall located at 351 Reynolds Rd, Fort Edward, NY 12828, until **9:00 AM on Tuesday, May 28, 2024** and will then be publicly opened and read aloud. The Moreau Town Clerk will then submit the Bids to the Town Board for consideration and approval, if any, at its next regularly scheduled meeting.

The right is reserved to reject any or all Bids, waive any informalities, and accept any bids considered advantageous to the Town of Moreau.

No proposal may be withdrawn, without the consent of the Town Board, for 45 days after the time for opening bids has passed.

Specifications for the work to be done are as follows, and complete bid documents may be examined and obtained at the Town Clerk's office at 351 Reynolds Rd, Fort Edward, NY 12828, during regular weekday business hours until **9:00 AM, on Tuesday, May 28, 2024**.

The project generally consists of the following work:

- Bypass the wet well to avoid interruption of service, with adequate pump.
- Remove (2) existing 3hp Landustrie pumps.
- Remove existing guiderail system and base elbows.
- Plan to reuse the existing base elbow system with guiderails, as the larger pumps use the same Landy coupling/adaptor system as the existing.
- Removing existing 33"x33" access hatch, cut a larger opening in the concrete and install a 36"x36" access hatch. Final measurements would be required as the space in that area of the station is limited.
- Reinstall guiderail system with base elbow system to larger hatch opening.
- Modify/Move/Rework the discharge piping (4"PVC SCH80), reconnect to existing above ground header. This may require widening the hole in the concrete, that the existing discharge pipe is fed through, inside a green fiberglass enclosure to connect to header.
- Install (2) new 20hp Landustrie pumps.
- Provide and install new Duplex control panel. If unable to install inside the fiberglass enclosure, where the old Gorman Rupp panel is currently located, a weather rated panel would be required, if outside installation is necessary.
- The successful Bidder may utilize the existing mounting stand, that the Aqualogic panel is installed on. However, that will be dependent on new panel dimensions.

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.

An email copy of the Bid Documents may be requested by calling the Town Clerk's office at 518-792-1030 or by emailing townclerk@townofmoreau.org.

Publication Date: Tuesday, May 21, 2024

Erin Trombley, Town Clerk
Town of Moreau

INSTRUCTIONS TO BIDDERS

1. Receipt of Bids.

The Moreau Town Clerk will receive sealed proposals during normal working hours at the Town Clerk's office at 351 Reynolds Rd, Fort Edward, NY 12828, Saratoga County, New York, until 9:00 AM, on Tuesday, May 28, 2024. The Bids received will be opened and publicly read aloud at Town Hall. The Town Clerk will submit the bid proposals to the Moreau Town Board at its next scheduled Board Meeting for consideration and approval, if any.

2. Payment Procedures.

Full payment for the **PUMP STATION UPGRADE** shall be made within 30 days of project completion. The Town of Moreau shall not be obligated to make any payment until all equipment is installed and operating in good condition.

3. Procurement of Bidding Documents.

Bid Documents can be examined and obtained at the Town Clerk's office at 351 Reynolds Road, Moreau, NY 12828, during normal weekday business hours.

4. Explanation to Bidders.

Any explanation regarding the intent and meaning of Bid Documents and specifications shall be requested in writing to Erin Trombley, Town Clerk, with the sufficient allowance of time for receipt and reply before the Bid opening. Any such explanations or interpretations shall be made in writing in the form of a bid addendum. Any bid addendum will be furnished to all prospective Bidders. No oral explanations or interpretations will be offered prior to the Bid opening, and no verbal communications shall be binding.

5. Bidders Understanding.

- A. Inspection of Specifications - Bidders shall inform themselves of the specifications.
- B. Documents - Before submitting a proposal, each prospective bidder shall

familiarize him/herself with the Bidding documents which include the Notice to Bidders, Instructions to Bidders, Bid Proposal, Affidavit of Non-Collusion, Certification of Compliance with the Iran Divestment Act and Specifications.

- C. The failure or omission of any Bidder to receive or examine the Bidding documents shall in no way relieve any Bidder from any obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he/she has examined the Bidding documents, that the specifications are adequate for bidding purposes, and the required items can be provided under the specifications.
- D. No claim for extra charges will be allowed because of alleged impossibilities or because of inadequate or improper specifications.
- E. Bid Requirements.
 - 1. Each Bidder shall submit one (1) properly completed and signed copy of the following: Bid Proposal, Non-Collusive Affidavit, and Certification of Compliance with the Iran Divestment Act.
 - 2. Each Bidder shall satisfy to the Moreau Town Board of his/her ability, financial and otherwise, to so provide the items requested, if requested by the Town Board.
- F. Preparation of Bids.
 - 1. The Bidder shall base his Bid on items complying fully with the Bidding documents and in the event he names or includes in his/her Bid materials which do not conform, if awarded the Contract he/she shall be responsible for furnishing items which fully conform, at no change in his/her contract price.
 - 2. Only lump sum, firm bids for the equipment to be furnished and work to be completed will be accepted.

6. **Submission of Bids.**

- A. Bids shall be submitted as directed in the invitation for bids. All Bids shall be submitted on the form provided, and all appropriate spaces shall be fully

filled. **Proposals shall be submitted in an opaque, sealed envelope marked proposal bearing the title of the work and the name of the Bidder. Bids may not be faxed or emailed.**

- B. A Bidder shall not include any retailer, occupation, or use taxes in his/her Bid. Exemption certificates for these taxes will be furnished by the Town of Moreau.
- C. Bids shall be submitted before the time fixed in the invitation for bids. Bids received after the time so indicated shall be destroyed and unopened.
- D. Upon written request to the Bidder, Bids may be withdrawn at any time prior to the expiration of the time for submitting Bids. Negligence on the part of the Bidder in preparing his/her Bid shall not constitute a right to withdraw his/her Bid subsequent to the Bid opening.
- E. No proposal may be withdrawn without the consent of the Town for a period of 45 days after the time for opening Bids has passed.

7. Rejection of Bids.

The Town of Moreau reserves the right to reject any and all Bids or to waive any informality in any Bid and to accept any considered advantageous to the Town of Moreau.

8. Warranties.

The Contractor shall guarantee all materials, equipment furnished and work performed, for a period of one year from the date of written acceptance of the work.

9. Collusive Agreements.

Each person submitting a Bid to the Town of Moreau shall execute an affidavit in the form herein provided to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid. Failure on the part of the Bidder to observe these conditions shall be cause for rejection of his/her Bid.

10. Certification of Compliance with the Iran Divestment Act

Each person submitting a Bid to the Town of Moreau for the equipment and work contemplated by the Bidding documents shall execute a certification in the form herein provided. Such certification shall be attached to the Bid. Failure on the part of the Bidder to observe these conditions shall be cause for rejection of his/her Bid.

11. Statement of Bidder's Qualifications.

The Moreau Town Board hereby reserves the right to request such qualifications of any Bidder submitting a Bid as it deems appropriate concerning the Bidder's financial resources and his/her organization and resources available for the delivery of the equipment contemplated. This documentation, however, need not be submitted with the Bid unless and until requested by the Town of Moreau.

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 _____ 2024

Notary Public: _____

BID PROPOSAL

To: TOWN OF MOREAU:

1. The undersigned hereby declares that he/she is the only person interested in this Bid; that it is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; and that no official of the Town, or any person in the employ of the state, is directly or indirectly interested in the Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

2. The undersigned also declares that he/she has carefully examined the Bid documents and specifications, and will provide the following items and work at the prices indicated immediately upon request, to be fully paid within 30 days of receipt by the Town.

3. PRICE PROPOSAL:

PUMP STATION UPGRADE TOTAL BID	\$
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5. **CONTRACT - AGREEMENT:** By execution of this Bid Proposal, Bidder agrees to execute a further agreement, if requested by the Town of Moreau, and agrees, in any event, that all understandings, conditions, provisions, and specifications referred to in and a part of this Bid Proposal, the Notice to Bidders, the Instructions to Bidders, the Description of Work, the Affidavit of No Collusion, and the Certification of Compliance with the Iran Divestment Act, shall constitute the terms and conditions of an agreement and actually be an agreement, if no other agreement is entered into, between the Bidder and the Town of Moreau.

DATE

***SIGNATURE OF AUTHORIZED COMPANY
OFFICIAL - PRINT NAME NEXT TO SIGNATURE**

COMPANY NAME

COMPANY ADDRESS

COMPANY PHONE NUMBER

DESCRIPTION OF WORK

1. GENERAL

The project generally consists of the following work:

- Bypass the wet well to avoid interruption of service, with adequate pump.
- Remove (2) existing 3hp Landustrie pumps.
- Remove existing guiderail system and base elbows.
- Plan to reuse the existing base elbow system with guiderails, as the larger pumps use the same Landy coupling/adapter system as the existing.
- Removing existing 33"x33" access hatch, cut a larger opening in the concrete and install a 36"x36" access hatch. Final measurements would be required as the space in that area of the station is limited.
- Reinstall guiderail system with base elbow system to larger hatch opening.
- Modify/Move/Rework the discharge piping (4"PVC SCH80), reconnect to existing above ground header. This may require widening the hole in the concrete, that the existing discharge pipe is fed though, inside a green fiberglass enclosure to connect to header.
- Install (2) new 20hp Landustrie pumps.
- Provide and install new Duplex control panel. If unable to install inside the fiberglass enclosure, where the old Gorman Rupp panel is currently located, a weather rated panel would be required, if outside installation is necessary.
- The successful Bidder may utilize the existing mounting stand, that the Aqualogic panel is installed on. However, that will be dependent on new panel dimensions.

2. FLOW MANAGEMENT

- Contractor will be responsible for managing flow as required for construction.

TOWN OF MOREAU
WATER AND SEWER DEPARTMENT REPORT
April 2024

RECEIVED BY
MAY 22 2024
TOWN OF MOREAU
SUPERVISOR'S OFFICE

Board action required. on the first item Change Order

- Change Order Industrial Park sewer pump station upgrade. I have attached a change order for \$1,233.38 for relocation of the Mission alarm panel. This change order also includes a time extension of 90 days due to the delivery of equipment ordered by the Town. However, all work has been completed. Detail is attached.
- Water usage for April 2024 was down from last year by 281,000 gallons or 2%. Detailed year to year water usage is attached.
- 8 broken meters have been replaced in April.
- 100 Notices have been sent to customers to schedule meter repairs
- 654 customers have used our automated bill paying system including 202 customers who have signed up for Auto Bill Pay.

**** CHANGE ORDER ****

NO: 3

DATED: 4/29/24

PROJECT Moreau Industrial Park Pump Replacement
OWNER Town of Moreau
CONTRACTOR CFI Construction, Inc. CONTRACT DATE 8/23/23

CONTRACT FOR Pump Replacement
TO: CFI Construction, Inc. (CONTRACTOR)

You are directed to make the changes noted below in the above contract:
Owner TOWN OF MOREAU

By Jesse Fish, Supervisor

Date _____

NATURE OF THE CHANGE:

Because the pump equipment was delivered late, establish a contract completion date of May 15, 2024, at no additional cost.

Increase the contract amount by \$1,233.38 to install and wire the Mission control panel that was shipped separate from the Pump Control Cabinet as was indicated on the pump shop drawing submittal. Moreau will seek to recover the \$1,233.38 cost from the pump supplier.

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order	\$	<u>93,933.17</u>
Net (Increase) (Decrease) Resulting From This Change Order	\$	<u>1,233.38</u>
Current Contract Price Including This Change Order	\$	<u>95,168.55</u>
Contract Time Prior To This Change Order		Calendar Days
or A Completion Date of	<u>February 15, 2024</u>	
Net (Increase) (Decrease) Resulting From This Change Order	<u>90</u>	Calendar Days
Current Contract Time Including This Change Order	Calendar Days, or A Completion Date of	<u>May 15, 2024</u>

THE ABOVE CHANGES ARE RECOMMENDED:

MIKE MOONEY, WATER SUPERINTENDENT

Date 4-21-24

THE ABOVE CHANGES ARE ACCEPTED:

Contractor: CFI Construction, Inc.

By: _____

Date: _____

TOWN OF MOREAU INDUSTRIAL PARK PUMP REPLACEMENT

Sheet 1

CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095

MOUNT & WIRE MISSION PANEL

DESCRIPTION	UNIT	QTY	RATE	TOTAL
LABOR				
MATERIALS				
SUBCONTRACTOR				
SPRING ELECTRIC (SCOPE ATTACHED)	LS	1	\$975.00	\$975.00
TOTAL LABOR	\$0.00		CFI SUBTOTAL	\$975.00
TOTAL EQUIPMENT	\$0.00		OVERHEAD 15%	\$146.25
TOTAL MATERIAL	\$0.00		SUBTOTAL W/ OH	\$1,121.25
TOTAL SUBCONTRACTOR	\$975.00		PROFIT 10%	\$112.13
			TOTAL W/ OH & P	\$1,233.38



93 Blue Factory Road
Averill Park, NY 12018
(518) 410-6182

Date: April 19, 2024

To: CFI CONSTRUCTION

Re: Moreau pump station

We are pleased to provide you with a quote for this project and look forward to working with you. Please contact me at 518-410-6182 with any questions. All quotes are valid for 90 days. All quotes are taxable unless tax exempt form is submitted with purchase order.

Electrical Scope:

Mount Mission panel

Provide conduit and wiring for Mission panel.

Total Quote: \$975

Sincerely,

Patrick P. Spring, Vice President/ Master Electrician

TOWN OF MOREAU WATER USAGE

SOURCE	JAN 23	JAN 24	FEB 23	FEB 24	MAR 23	MAR 24	APR 23	APR 24	MAY 22	MAY 23	JUNE 22	JUNE 23
QUEENSBURY	41,463	11,463	10,844	12,478	11,488	12,325	13,475	12960	27,786	28,780	33,463	33,163
SCWA	4,160	3,697	3,780	3,515	4,019	4,225	4,050	4284	4,185	4,692	4,050	4,451
TOTAL USE	15,623	15,160	14,624	15,993	15,507	16,550	17,525	17,244	31,971	33,472	37,513	37,614
DIFFERENCE	-463	97.04%	1,369	109%	1,043	107%	-281	98%	1,501	105%	101	100%
SOURCE	JULY 22	JULY 23	AUG 22	AUG 23	SEPT 22	SEPT 23	OCT 22	OCT 23	NOV 22	NOV 23	DEC 22	DEC 23
QUEENSBURY	35,329	31,355	35,511	25,370	24,250	22,400	15,145	17,194	11,884	11,373	11,665	12,640
SCWA	6,400	4,149	3,514	3,969	2,767	4,060	3,795	4,190	4,048	4,033	4,183	4,151
TOTAL USE	41,729	35,504	39,025	29,339	27,017	26,460	18,940	21,384	15,932	15,406	15,848	16,791
DIFFERENCE	-6,225	85%	-9686	75%	-557	0.979383	2444	113%	-526	97%	943	106%

OUR QUEENSBURY CONTACT CAPACITY IS 1,750,000 GPD.
 THE CONTRACT ALSO REQUIRES THAT WE BUY ADDITIONAL CAPACITY
 IF WE REACH 85% OF OUR CAPACITY FOR 30 CONSECUTIVE DAYS WHICH IS 1,487,500 GPD

To: The Supervisor and Town of Moreau Board Members

From: Leah Cronin

Date: May 1, 2024

Re: Assessor's Office Monthly Report for April 2024

RECEIVED BY
MAY 10 2024
TOWN OF MOREAU
SUPERVISOR'S OFFICE

In an effort to keep you up-to-date I respectfully submit the following:

2024 Equity Update - APRIL

Change of Assessment notices were mailed to property owners the last week of April. ALL properties of all classes in the Town were analyzed and those values in need adjusted accordingly. 5,311 notices were mailed. Residential neighborhoods trended anywhere from 7-12%. Commercial neighborhoods trended between 3-5%. Foot traffic and phone calls to the office regarding change of assessment notices have been minimal this year. If anyone should be confused or upset regarding these changes, I ask that you please have them contact my office. I am always happy to go over these assessment procedures with residents. PLEASE UNDERSTAND that maintaining this 100% EQ rate is THE ONLY WAY to ensure everyone pays their fair share. Once the EQ rate dips anywhere below 100%.....taxes become shifted, and people start over and under paying. Equity and fairness is important to me for ALL our residents.

Grievance Day

Grievance Day is May 28th this year and will be held in the Meeting Room from 10am to 12pm and then again from 6pm to 8pm. All meetings will be by appointment only and meeting will be conducted in person this year. Grievance Day is open to public viewing. We have welcomed Leeanne McCabe to the Board of Assessment Review this year. She completed her mandatory training and is ready to go. She will be a huge asset to the Board.

Taxable Value added:

TAXABLE value added to 2024 Tent Roll (inclusive of the Senior Citizen Exemptions issued):

Town: \$160,999,592	COMPARED TO 2022: \$178,960,543
County: \$160,457,532	COMPARED TO 2022: \$167,441,922
School: \$161,461,394	COMPARED TO 2022: \$179,671,324
Village: \$24,482,775	COMPARED TO 2022: \$30,354,505

Normal procedures proceed as usual, sales processing and inventory verification, split/merging requests and processing, filing, permit collection, updating tax maps, Emergency 911 & Post Office addressing, etc.

Please see attached work performed by GAR

Sincerely,

Leah Cronin, IAO

Here's what we have for April:

- Continued work with ORPTS re: Level of Assessment
- SE059 analysis
- Commercial permit values
- Ag land fix
- Finalize RPS for COA processing
- Run/print/mail COAs
- Continued MLS Support

Thanks,

Ryan

*Moreau Recreation and Building & Grounds Department Monthly Report – April
2024 Prepared by: Jeremy Brogan, Recreation Director*

Buildings & Grounds:

Rec staff:

Completed monthly playground inspection.

Cleaned up boat launch weekly for garbage.

Documented monthly townhall fire suppression system.

Picked up garbage at Nolan Road and around industrial park.

Hired one new employee.

Hired Stone Industries to find substation building's septic and found a collapsed drywell which was destroyed and buried.

Completed full removal and installation of all 15 garden beds and including equipment for the town's community garden.

Installed gutters on the maintenance building in the park...

RECEIVED BY
MAY 15 2024
TOWN OF MOREAU
SUPERVISOR'S OFFICE

Sand Bar Beach:

Weekly checks on buildings and grounds.

Had breaking at the Sandbar building. Cleaned up the mess and replaced locks that were broken. A police report was filed.

Harry J. Betar Recreation Park:

Rec staff:

Welcomed Boys LAX for field cleanup day. They did a great job around Legion field.

Help with Boys and girl rec cleanup day.

Placed all picnic tables in the appropriate locations around the park.

Placed bases and raked all fields at the Quads for Varsity and JV to practice.

Weekly painting of all soccer fields/softball/baseball/LAX fields.

With the help BOCES folded and out away ice rink for the season.

Held opening days for softball and baseball rec leagues.

Held a NCSA club softball New England regional at the quads.

Replaced the concession stand screens on the softball fields.

Completed the final hand dryer in the boy's rec building.

Finished leveling and grading soccer field prepping for hydroseeding.

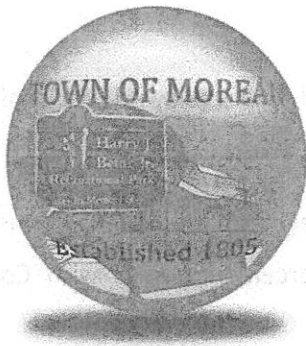
Getting field prepared daily for SGF girls' softball.

Replaced with new set of bases for field A and B.

Installed wind screens on all 4 softball fields.

Replaced an old baby swing in the park.

Installed AED in the boy's concession stand.



Town of Moreau
Building and Zoning Dept.
 Town Office Complex
 351 Reynolds Road
 Moreau, NY 12828-9261
 Phone: (518) 792-4762 ~ Fax: (518)792-4615

Joshua Westfall, AICP
 Planning Building and
 Development Coordinator

Matt Dreimiller
 Building Inspector

Pete Bachem
 Code Enforcement Officer

MEMORANDUM

RECEIVED BY
MAY 10 2024
 TOWN OF MOREAU
 SUPERVISOR'S OFFICE

To: Supervisor Fish and Town Councilmen
 CC: Elizabeth Bennett – Confidential Secretary; Katrina Flexon – Building Dept. Clerk.; File
 From: Joshua Westfall, AICP – Building, Planning and Development Coordinator
 Date: May 9, 2024
 Re: Monthly Report for April 2024

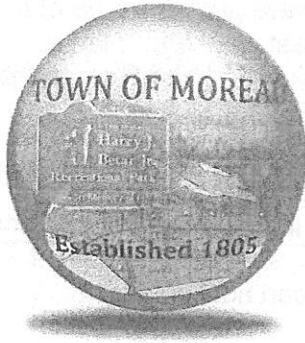
Below and attached please find the Building Department Reports for the month of April. Should you have any questions or need any additional information please do not hesitate to contact me.

The zoning administrative activities for the referenced month are as follows:

Record of Inquiries/Telephone Correspondence: The monthly telephone contact report for the referenced month is attached.

Board Meetings Held:

PLANNING BOARD – April 15, 2024		
Applicant/Address	Application Type	Action Taken
1. Jacobie Farms	Public Hearing	The Planning Board provided a Favorable Report per §149-27. The Favorable Review was given with Conditions to include the applicant consider flexibility in design, routing of sewer, security, additional pedestrian access. NOD can be provided upon request.
2. Mike Thorne on behalf of Sanding & Handyman Solutions	Site Plan Review	Planning Board approved Site Plan (Change of Use) conditionally. Applicant met conditions 4/23/2024. PB Chair and Other Member Signed 5/2024
ZONING BOARD OF APPEALS (ZBA) – April 27, 2024		
Applicant/Address	Application Type	Action Taken
1. Appeal No. 861 – Thomas and Virginia McGreevey	Special Use Permit	ZBA Forwarded Application to Planning Board for Advisory Opinion as outlined in §149-34. Applicant to Submit Preliminary Site Plan Materials to PB.



Town of Moreau

Building and Zoning Dept.

Town Office Complex
 351 Reynolds Road
 Moreau, NY 12828-9261
 Phone: (518) 792-4762 ~ Fax: (518)792-4615

APRIL 2024

Address	Date	Nature of Complaint
55 Hatchery Rd Gansevoort	4/2/2024	Due to lack of town counsel, court case adjourned until 4/17 at 9 am.
14 River Crest Gansevoort	4/2/2024	This home was found to have an inground pool that was installed without a permit. Upon a survey addition, the pool was found to be partially on the neighbor's property.
12 River Crest Gansevoort	4/2/2024	With regards to the property above, this home may have an additional living unit above the garage that was built a couple of years ago. This will be investigated.
174 Butler Rd	4/3/2024	Mr. Bates was back in court today due to the rubbish piles on his property and his lack of cleaning it up. The judge advised him that the town has new counsel, and it was adjourned until May 1 at 9 am. The judge also suggested that Mr. Bates get legal counsel.
11 Marine Dr SGF	4/3/2024	I spoke with the neighbor and gave her an update as to what is happening to the condemned property and that it is going up for sale shortly.
55 Hatchery Rd Gansevoort	4/3/2024	New violation charges are pending as this homeowner continues to sell things from his property. There are somewhere around 20 pickup truck beds now for sale in addition to the snowplows. This will be discussed with our new counsel next week
1529 West River Rd Gansevoort	4/5/2024	I stopped by the home, nobody was there. A neighbor had complained that the camping trailer along the south side of the home is being used as a permanent home. It appears that it might be used seasonally. A letter will be sent out.

O'Leary Overhead Door	4/16/2024	I met with the office manager and inquired about their garbage garage doors. They have been putting them into dumpsters on Fawn rd. They have guy who has been taking them out and saving them. Don Bates, and he has been bringing them to Carmella dr.
1529 W River Rd Gansevoort	4/16/2024	The son is trying to live in a camper on the property. Not allowed. He did stop in to see if we had a permit for that. We do not.
O'Leary Overhead	4/17/2024	I stopped in and I had asked them to post a no trespassing sign by the dumpsters to keep Don Bates out of there. Dan told me he has been collecting them for many years.
2 Elmwood dr. SGF	4/17/2024	I noticed a new fence being installed; no permit was issued. I will send them a friendly reminder letter with an application.
16 Michael Dr Moreau	4/23/2024	Don Pidgeon has started to collect trees again on his front yard for firewood. A neighbor has already complained.
1705 Rt 9 SGF	4/23/2024	Investigated the parked cars in his driveway. Out of the three cars, only one is not registered. No violation. I am sending a letter with regard to having excessive tires.
428 Fortsville Rd Gansevoort	4/24/2024	A neighbor had complained about the garbage and the condition of the property. I advised them that it is being worked on and they need to be patient.
21 Sage La Moreau	4/25/2024	A neighbor had complained that a homeowner was in the process of installing a basketball court in their backyard. No permit was received, and their HOA may not have approved it. Work was temporarily stopped.
9 Ryder La SGF	4/25/2024	While going through the neighborhood, I noticed 3 unregistered cars in the driveway. A letter of violation has been sent.

CONTROL SHEET 20 24 Month:

4/11/18

DATE	PERMIT#	FEE	NAME	ADDRESS	PROJECT	VALUE / SQFT
4/18	2024-59	25.00	Morning Star	1645 West River	Septic	—
4/18	2024-60	25.00	Gary Hayes	18 Southwood A	Fence Fence	—
4/18	2024-61	25.00	All pro	136 Whitelbirch	Bedroom Reno	—
4/19	2024-62	122.80	Tim Hudson	431 Ganservant	Garage	—
4/22	2024-63	25.00	James Maloney	582 Ganservant	Septic	—
4/22	2024-64	25.00	Phil Carpenter	17 Thomas	Septic	—
4/24	2024-65	100.00	Dave Rogge	#1 Lampighter	MH Install	—
4/25	2024-66	25.00	Brian McKenzie	483 Farnsville	Fence	—
4/25	2024-67	25.00	Ty Hall	1693-1699 Rt 9	Fence	—
4/25	2024-68	25.00	Ty Hall	1693-1699 Rt 9	Shed	—
4/25	2024-69	25.00	Adrian F	1566-1570 Rt 9	MH Demo	—

March 31, 2024 - April 6, 2024

March 2024

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	31	1	2	3	4	5	6
7 ^{AM}							
8			Site Cerrone; Oe				
9		Poly - Ryan ; 10 Poly - Cerrone;					
10		Ice/ Water - Mo	Site CC Greenol	Site HHHN Phai	ISWM GP24 Working Groups 4H Training Center, Schwerd Building; 556 Blue R. Neils		
11							
12 ^{PM}							Foundation - ce
1						Site Music; 195	
2			Katrina Aptmnt				
3							
4							
5							
6							

April 14, 2024 - April 20, 2024

April 2024

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	14	15	16	17	18	19	20
7 ^{AM}							
8		Josh Westfall St Poly Cerrone; 18	Katrina Day Off	Katrina MHP Re			
9		Site Congdon; 4	Deck CC - #338	Fireplace Horni	cerrone septic;	Ftgs Cerrone; 52	
10			Site Vi Site Vi	Insu Patten; 20			
				CO Hudson Heig	Peter Schmidt s		
11			Jim Josh Meetir	Pier - Lot 6 Hoff			
				Backfill - Strassl			
12 ^{PM}							
1		FS Cerrone; 5 Lo	Ftg & Frm - Nat	Insu Cerrone; 5		Site Lemery Adc	
				septic - cerrone;			
2							
3		ice & Water -Gr	Septic Patten; 2	Moreau Sewage		Foundation -Ga	
4							
5							
6							

April 28, 2024 - May 4, 2024

April 2024

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	28	29	30	1	2	3	4
					Stormwater		
7 AM							
		Katrina >> M				JEFFREY'S BDA	
8					Walls Hudson; 4		
					Perc - Morning		
9		septic - Malone;	FRM - Ryan; 10	Septic - cerrone	Storm		
				Frm Canavan; 8!			
10					ISWM GP24 Worki Group Cornel Room; Blue R.		
			Webinar			septic - cerrone;	
11						Pool & Pavillion	
12 PM		Ftgs Hudson; 43					
		Fence cc - Hays;					
1			Dave Stewart	452 Seifridge Cl	FTG - George Lu	FRM & Plb - Ou	
2							
3						Septic - McKenr	
4							
5							
6							

**Town of Moreau Transfer Station
Monthly Report
April 2024**

1. Accepted recyclables from residents/nonresidents
2. Accepted trash from residents/nonresidents
3. Continued repairs on cardboard recycle building
4. Increase of \$2,988.00 in revenue from April 2023

Chris Abrams
Highway Superintendent

RECEIVED BY
MAY 06 2024
TOWN OF MOREAU
SUPERVISOR'S OFFICE

**Town of Moreau Highway
Monthly Report
April 2024**

RECEIVED BY
MAY 02 2024
TOWN OF MOREAU
SUPERVISOR'S OFFICE

Road Work:

1. Plow & Salt/Sand
2. Storm cleanup
3. Patching done as needed, townwide
4. Tree trimming townwide
5. Trimmed for sight distance
6. Straightened signs /sign work
7. Roadside sweeping townwide
8. Butler Rd.- pave prep, grinding, paved, driveway aprons
9. Southwoods Rd.- pave prep
10. Old Bend Rd. (turn around only)- pave prep, grinding, paved
11. Birch Dr.- ditch cleaning & seeding

Other Work:

1. Storm prep.
2. Equipment maintenance & repair
3. Shop cleanup
4. Washed trucks
5. Mailbox repairs as needed
6. Painted wings, plows, and equipment
7. Moved voting machines
8. Yard work
9. Pushed up compost at landfill
10. Transfer Station- cardboard bin repair
11. Hauled rubble
12. Rec. Dept.- Hauled clay & stone
13. Started the annual limb & brush pick up



**Chris Abrams
Highway Superintendent**