

Agenda  
Town of Moreau  
Town Board Meeting  
March 24, 2026  
7:00PM

6:45 p.m. Month End Audit Meeting  
7:00 p.m. Regular Town Board Meeting  
Roll Call / Pledge of Allegiance

1. Upcoming Events & Announcements
2. Approval of Minutes
  - March 10, 2026 – Regular Town Board Meeting
3. Proclamation

Privilege of the Floor

\*\*Public comment period, solely for remarks pertaining to tonight's agenda items.

4. Moreau Emergency Squad – Contract Amendment Request
5. Cable Franchise Agreement
6. Town Court
  - Continued Digitization of Records
  - Declare Surplus Magnetometer
7. Building, Planning and Development Office
  - Advertise Vacancy – Building Inspector
8. Highway Department
  - Road Materials Purchase
  - Blacktop Purchase
  - Class B License Training
9. Recreation Department Requests
  - Forms/Rules for Tournaments
  - Playground Equipment Status
  - 48" Bobcat Zero Turn Mower
  - Tennis Court Demolition
10. Water & Sewer Department
  - Farnan Rd. Pump Station – Spare Pump
11. Town Historian
  - Women in War Symposium
12. Board of Assessment Review
  - New Members

**OVER →**

13. Town Clerk
  - Laserfiche Proposal
14. Supervisor's Office
  - Flag Policy

Privilege of the Floor

\*\*Public comment period open to remarks pertaining to town business.  
Personal attacks will not be allowed nor will comments regarding employees.

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

The meeting was held in person and called to order by the Supervisor at 7:04 p.m. with an attendance roll call and the pledge of allegiance.

**PRESENT:**            Laura Garrant                    Councilmember  
                         Patrick Killian                   Councilmember  
                         Mark Stewart                    Councilmember  
                         Jesse A. Fish, Jr.                Supervisor

**ALSO PRESENT:**   Erin Trombley                    Town Clerk  
                         Glen Bruening                    Town Counsel  
                         Chris Abrams                    Highway Superintendent  
                         Josh Westfall                    Building, Planning & Development (BPD) Coordinator  
                         Kristian Mechanick              Water & Sewer Operator  
                         Elizabeth Bennett               Confidential Secretary  
                         Jeremy Brogan                  Recreation Director  
                         Reed Antis                        Town Historian

**OTHERS PRESENT:** Bri Lebrecht, Tim Healey, Ryan Wilson, Amy Murphy, Krista Bennett, Lucas Bennett, Lyman Peters, Travis Shaw, (resident) at 7 Snowberry Lane, Anthony Cooper, Kaidan Moore, Eric Miller, Jr., Domonic Keegan, Gina LeClair, Elinor Stempinski, Tyler Corlew, Beth Wadleigh, Bruce Yarter, Marie McHugh LeClair, Danielle Greco, Dylan Grego, Will Baller, Chuck Copenspire, Sheila Itzo, Lucy Pliscofsky, Chris Scarincio, Cam Cardinale (Lower Adirondack Pride), Victoria Rexrode (Lower Adirondack Pride), Elizabeth Kaetzel, Tyson Reed, Jan Reed, Maureen Dennis (Schermerhorn Real Estate Holdings), Dylan Hewitt, Alex Portal (Post-Star)

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**PUBLIC HEARING: Cable Franchise Agreement**

Supervisor Fish said the Town Board is required to hold a public hearing in relation to the new proposed cable franchise agreement. He asked the Town Clerk to read a resolution to open the hearing. She read:

“**BE IT RESOLVED**, that the Town Board hereby opens a public hearing to take comments regarding the proposed Charter Cable Franchise Agreement.”

**Resolution 109-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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The Supervisor opened the floor for public comments. No comments were made. The Supervisor asked the Town Clerk to read the resolution to close the hearing. She read:

“**BE IT RESOLVED**, that, having taken comments from the public, the Town Board hereby closes the public hearing for the proposed Charter Cable Franchise Agreement.”

**Resolution 110-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

### **UPCOMING EVENTS & ANNOUNCEMENTS**

Supervisor Fish said the Memorial Day parade was coming up in May, and on July 1 Concerts in the Park series would begin with an Electric City Horns performance sponsored by the Town.

### **APPROVAL OF MINUTES**

The Supervisor said there were two sets of minutes to approve, and asked the Town Clerk to read the resolution. She read:

**“BE IT RESOLVED**, that the Town Board accepts and approves the minutes-for the Month End Audit and Regular Town Board meetings, held on February 24, 2026, as submitted.”

**Resolution 111-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Abstained
Supervisor Fish	Aye

The motion carried 3:0.

### **PROCLAMATION**

The Supervisor said student chair people from the South High Marathon Dance were present to receive a proclamation from the Town. He said the Board meeting was a better venue for the proclamation because he was sure the students weren't interested in such a thing on opening night of marathon dance. He said he was at the opening and that it was "quite moving." He asked the Town Clerk to read the proclamation. She read:

**“WHEREAS**, the South Glens Falls High School is hosting the 49<sup>th</sup> annual South High Marathon Dance on March 6<sup>th</sup> and 7<sup>th</sup> of 2026, to raise funds to benefit twenty-one (21) local individuals and fifteen (15) organizations; and

**WHEREAS**, the first South High Marathon Dance, in 1978, took place with about 50 dancers participating in couples; and has grown to approximately 600 dancers this year; and

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

**WHEREAS**, the students will dance for an amazing 28 hours over a two-day period, with this year's theme being "By The Sea," wearing hats, fanny packs, themed costumes, inflatable pool toys, dancer shirts and, for some, their coveted senior shirts; and

**WHEREAS**, the Marathon Dance has become a massive celebration, leading up to this year's Marathon Dance weekend with the ever enthusiastic and highly anticipated school "Spirit Week," which includes Neon Day, Tie-Dye Day, Cause Day, A Day at the Beach, Red and Blue Day; and

**WHEREAS**, the student organizing committee works tirelessly to select recipients, make videos, promote the dance, and decorate the school; all while being full time students, many of whom are also involved in athletics, extracurricular activities or hold part time jobs; and

**WHEREAS**, the Marathon Dance has evolved from a weekend activity to a regionally and nationally recognized event, raising money, year-round, through numerous community and school activities, such as the hugely successful Middle School Basket Raffle, various Elementary School fundraisers, a summer golf tournament, the creative fundraisers of individual dancers and countless events taking place at generous local businesses; and

**WHEREAS**, the first marathon dance raised \$1,500 for the Moreau Emergency Squad, the 2025 Marathon Dance raised over \$700,528.31 for 31 individuals and organizations, while the marathon dancers and larger SHMD community have raised a grand total of over \$12 million for over 700 beneficiaries, in 49 years; and

**WHEREAS**, this year's recipients include: the families of Isaac Amell, Paul Cianfrocco, Chris Davies Jr., Karen Emmons, Christopher Fowler, Anne Gates, Joelle Gifford, Ryker Goodsell, Larry Isaac, Carrie LaNoir, Gilbert B. Mills, Jr. 'Gibby', William (Bill) Nace, Annelies 'Poppy' Parkinson, Logan Quartiers, Amanda Speciale, Cheyanne Steves, Randy Sumner, Jolene Varney, Rebekah White-Gorton, Stephen C. Wolfe, Gabrielle Wright, Alzhiemer Association of NENY, The Ben Osborn Memorial Fund, Capital Region Toys for Tots, Cystic Fibrosis Foundation, Food for Thought, Goodness Strong Foundation, Town of Moreau Historical Association, Ian's Reach, Live Like Liv Foundation, Moreau Rescue Squad, No Empty Bowls, Rebuilding Together Saratoga County, Saratoga Center for the Family, Sleep In Heavenly Peace (Mechanicville Chapter), Wilton Wildlife Preserve & Park; and

**WHEREAS**, the South High Marathon Dance is a time-honored tradition, which has second and third generation dancers and volunteers, brings together an entire community, and which leaves a forever mark on the hearts of those touched by it; and

**WHEREAS**, the Moreau Town Board extends their heartfelt thanks to all those involved and especially to the students and volunteers who devote their time and effort to making the Marathon Dance a success.

**NOW, THEREFORE, BE IT RESOLVED** that the Moreau Town Board hereby proclaims March 6<sup>th</sup> and March 7<sup>th</sup>, 2026 '**South High Marathon Dance Weekend**' as a tribute to the support and generosity of our community."

**Resolution 112-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the proclamation as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

The students were invited to approach the Board to receive the document and take a few photos with the Board. Those in attendance applauded the students' achievements.

## **PRIVILEGE OF THE FLOOR**

Krista Bennett stood to address the Board. She read a statement regarding the Town's proposed flag policy: "Good evening. I am an active town resident and community mental health provider with a background in policy development and law.

I urge the board not to pass the resolution adopting a flag flying policy as written. As a voting resident of the town, I value community Inclusion and Equal Representation. Municipal policies should maximize equal recognition and celebration of all community members, schools, and civic events. As written, this resolution would limit the Town's ability to celebrate and recognize our community.

Restricting all non-listed flags will prevent the Town from acknowledging school achievements such as the nationally recognized South High Marathon Dance, community programs, and causes that matter to residents, reducing civic engagement and undermining community pride.

In a town like ours, where our school is a central hub of community life, this is particularly significant. This resolution also poses a legal and Policy Risk due to overly restrictive language even without naming a specific group. Under New York Executive Law § 296, public accommodations, including municipal buildings, must not discriminate based on protected characteristics. A broadly written resolution that prohibits community flags without clear neutral criteria invites legal risk if it is perceived to exclude protected groups.

If the resolution proceeds, the language should be neutral, legally defensible, and flexible. Current language in Section 2 is not only unnecessary, but creates legal risk under New York Executive Law § 296. "Flagpoles on property owned or controlled by the Town are not public forums and shall not be used for private expression."

This clause is not required for the resolution to function and adds no operational value to the policy. Instead, by eliminating any mechanism for recognizing community groups or causes, it creates the risk that protected groups could be excluded from recognition on Town property. For example, Section 2 would better meet both legal and community needs if it stated: 'Other flags may be flown on Town property with approval by a majority vote of the Town Board.'

Including this neutral language is important to align with New York Executive Law § 296, which prohibits discrimination in public accommodations, by providing a consistent and equitable process. This ensures all groups in our community have the opportunity to be recognized and prevents any group from being unintentionally excluded. It also allows the Town to celebrate school events, community achievements, and causes important to residents, while giving the Board discretion to approve additional flags in a neutral and fair manner.

In Conclusion, passing this resolution as written would unnecessarily restrict the Town's ability to celebrate school and community events, could create legal risk, and reduce civic engagement and community pride. Adopting a neutral, legally compliant policy ensures all residents are treated equally, protects the Town, and preserves the ability to celebrate important community milestones."

Gina LeClair stated that she understood the sentiment expressed by Ms. Bennett but urged caution, because she said inclusive language could allow for expressions the community did not want, including those of nazi and Ku Klux Klan groups. She said there could be a valid reason to use restrictive language. She questioned where the line was in allowing some groups and disallowing others.

Ms. LeClair then read a prepared statement:

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

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"I have been a resident of Moreau since 1978 and served on the Moreau Town Council from 2009 to 2020. One thing I felt strongly about, but never had the support from the Board to make happen was obtaining a full audit of every detail of the financials of the Moreau Emergency Squad.

I adamantly implore you to deny the \$125,000 additional funding that the Moreau Emergency Squad is requesting and to also freeze the funding received from the Town of Moreau at the 2025 rate until you can hire a CPS Audit firm that specializes in Emergency Services audits. You need a firm that understands how Emergency Services Operate, expenses that they have and what is the average cost of running such an operation.

Somewhere between 2009 and 2012, residents brought information to me and asked me to present a plan for the Board and Supervisor to investigate how the Moreau EMS handled its finances. Our taxpayers pay all overhead expenses, from the building repairs and upkeep, expansions of buildings, ambulances and all emergency equipment, training, fly cars for certain members of the squad, training and much more. The Moreau ES was allowed by a previous Board, before my time, to keep all ambulance fees collected for their payroll. The Moreau Emergency Squad offers no accountability to the Town of Moreau for the all ambulance service payments they receive from customers. Meanwhile, taxpayers cover all their overhead expenses, vehicles, gas building costs and expansions.

When I learned back then, that the Head of Moreau Emergency Moreau Squad was paid approximately \$95,000 annually, and his assistant was being paid \$55,000, I wondered how this pay compared with the income for those same positions at another regional Emergency Service such as Mohawk or Empire services. The head of one of the Albany EMS services I spoke to was being paid about 55,000 and his company ran significantly more calls than Moreau and there were more employees on staff. I wonder how much local agencies are currently paying.

I could not get approval from the Board to hire a firm that Specializes in Emergency Service Audits. Senior Account Clerk Fran Thibodaux, Councilman Tom Cum and I were asked to go and look over the records. It did not go well. We did not get cooperation or the information that the Board wanted of them.

During one of the reviews of incomplete records, a member of the squad told us they did not include the information about how the approximately \$70,000 was spent that was given to them by Northumberland, because Supervisor Bill Peck didn't care how those funds from his taxpayers were spent. I called Bill and he was quite upset that the Emergency Squad had said that and told me he relied on our audits to verify their funding was approximately spent. He was going to call the Supervisor and discuss that.

We went back a few times and the papers we requested were still not available and we were told again, the questions we asked could not be answered. I could not get Board approval to send out requests for proposals for a proper audit. At one time, I made a proposal for the Board to consider requiring the Moreau Emergency Squad to provide the Town full disclosure of their records before we gave them quarterly payments of the very large sum of money that the town gives to them. I was accused by another council person, of using black mail by requesting that. I also contacted the New York State Department of Health's Bureau of EMS about what would happen if we lost our EMS services. I was told that would never happen because they would step in and make sure the Moreau had all the services that they needed until we had our own services in place.

I implore you, before you move forward on voting on making any additional payments to Moreau Emergency Squad, reach out to Queensbury and other communities who have contracts with EMS Services and ask of copies of their contracts with agencies. Ask how their audits are conducted. Ask who does their emergency audits. Put out an RFP from CPA Firms with experience at auditing Emergency Services.

We also support the SGF Fire Department and the Moreau Community Center who have large meeting rooms. We have a large meeting room right here. I call for cooperation between these entities to share

spaces for meetings and trainings. Please ask them to sit down and figure out if and how they can potentially share space.

I am against paying for a new building at the cost of 3.5 million for the Moreau Emergency Squad. We do not need a Taj Mahal facility. Please put a hold on moving forward with funding anything this expensive until you get full financial disclosure by a CPA Firm experienced with Emergency services audits and decide how you want to move forward with the Moreau Emergency Squad.”

She thanked the Board and invited them to call her anytime.

Chuck Copenspire introduced himself as a trans person, business owner, a parent of two children, and a person who cares about this community. He asked what it means to be American, what does it mean to be a neighbor and member of a community? He said it should be a conversation rather than a battle. He said the test is whether people can still see each other as neighbors despite inevitable disagreements. He said he were there to talk about the Pride flag and what it means to express opinions on public property. No individual speaks for all, he said, and that was the point of democracy—not who shouts loudest but listening for shared interests, naming real issues, and working on solutions together. He said some people face criticism for taking a position.

Mr. Copenspire said you can't imagine what it's like to be a transgender person in the United States, where he is talked about and not talked to. He said he faces hatred from people who don't know him, and that is why he said visible support matters. He said he doesn't wake up thinking about flags, who can use a given bathroom or play a sport, instead wakes up caring about his children having a future to look forward to, and holding powerful people accountable when they do terrible things, and building a good life with everyone. He said flying the Pride flag in June as a sign of solidarity is a symbol to people like him, and it would mean so much to his children, who call it the “ChaCha” flag, after the nickname his children call him. He said they identify that flag as his flag. Mr. Copenspire said his six year-old is bullied at school and hears enough things on the news to know some people hate people like him. He said when his child sees the Pride flag, she knows her parent is safe and she is safe.

He then asked, is Moreau a safe place, a welcoming place, a compassionate place where residents work together on real issues like jobs and infrastructure, and does Moreau stand for liberty and justice for all? He said if someone hates trans people, they should have lunch with him. He clarified that if they actually hate people like him, he did not want them to fly the Pride flag, and he did not want pressure to be the only reason they would fly it. He said he would want it to fly because his neighbors stand behind and support him as a sign of solidarity.

Elinor Stempinski said the timing of the proposed flag resolution felt like an insult to members of the community and an act of cowardice. She said not representing part of the population doesn't make them disappear. She said taking action that she indicated implied community members were erased would be willfully ignorant, and furthers the agenda of division and alienation. She said community members will still be there and the Board has a choice in the matter. She then quoted author Andrea Gibson: “...all I know of hate is that it will never beat the love out of me.” She urged them to choose equity, inclusion, and community.

Beth Fitzgerald Wadleigh asked whose decision it was to fly the flag at half mast following the murder of Charlie Kirk. She said the Southern Poverty Law Center described his organization, Turning Point as an anti-government extremist group that endorses white nationalism. She said his rhetoric was far right extremist, and that he called transgender people an abomination. Ms. Wadleigh said she took this personally because she has a trans daughter, who she described as smart, kind, caring, capable, and beautiful. She said her daughter is 40 and living well on the West coast. She said there should be a standard for flying the flag at half-mast, and a line drawn so they don't honor a white nationalist. She asked again whose decision it was to fly the flag at half-mast. Councilmember Stewart said that during public comments, the Board is there to listen and not to respond as a policy. He said he would table the question for later so the response didn't cut into her time.

Ms. Wadleigh said Town Hall is a public building, and it's not legally enforceable, and nothing in the law compels compliance with Federal or State flag directives. She said the Pride flag represents the kind of community we want to have, with all being welcome and the flag celebrates equal rights which are currently under attack. She said the Pride flag was a sign of survival for those facing discrimination. She said our strength

is in diversity. She said around the country requirements are changing, and governments are trying to eliminate transgender people. She cited difficulties her daughter has faced with documentation to be able to fly, and that transgender licenses were revoked in Kansas. She urged the Board to “do the right thing” to welcome diversity and caring into the community.

Bri Lebrecht began by saying that comparing the queer community to the KKK and nazis was offensive. She then read a prepared statement: On Friday night, like many in our community, I attended the opening ceremony for the 49th annual South High Marathon Dance, where our supervisor shared words of wisdom with our teens and young adults, the value of which resonated with me. He said, ‘Just remember one thing in life and that is always do the right thing, always be good and kind to each other, and always be safe.’ After such an emotional weekend demonstrating the impact our youth has on our community, I’m sure you can understand my utter shock at the flag resolution, which is contradictory to the words our supervisor spoke just days ago. I want to live in a town that gives welcoming vibes, where my children feel they can extend their roots post-graduation instead of fleeing to a more safe and supportive community. So I ask now: what part of this resolution is doing the right thing? How does this resolution support being good and kind to each other? And how does this resolution contribute to safety? I am asking for the town board to consider other viable options that would make a clear distinction that flag poles are not to be used for First Amendment expression, which includes the lowering of the flag when not required to, while also acknowledging that we, LGBTQIA+ people, do, in fact, exist in this community and we are your neighbors, friends, and family members. Please do the right thing and be good and kind to us.”

Tim Healey said he was a retiree from Queensbury with friends in Moreau. He said the Town can control what flags it flies, rejecting those of hate and terrorist groups. He said by exercising that power they can also celebrate other cultural celebrations. He mentioned Women’s History Month, Black History Month, Disability History month, and other cultural celebrations as examples. He said these celebrations have been established because members of these groups are or have been discriminated against in the past. Mr. Healey said the Pride flag is important for cultural recognition, but particularly for youth. He said queer teens have high rates of suicide, homelessness, and the fear of rejection by friends or family, and face threats of violence as well. He added they don’t have a choice not to be queer.

He said the Pride flag is important to seniors as well, because 50 years ago it was a crime to be gay. He said people were bullied, beaten, and even murdered, and officials did not care. When members of the community created gathering places for themselves, he said they were raided, people arrested, and establishments closed. Mr. Healey said they lived through the Stonewall Uprising, gay rights movement, AIDS crisis, and now their hard-fought rights are under attack. He said many seniors are frightened and alone, and the Pride flag is a sign of visible support, acceptance, safety, belonging. He said the pride flag is a unifying symbol of unity and inclusivity, and described the symbolic colors: red for life, orange for healing, yellow for sunlight, green for nature, blue for serenity, (violet for spirit,) black and brown for LGBTQ+ people of color and those affected by AIDS/HIV, light blue, pink & white for transgender and gender nonconforming community. He said this flag represents the values unites and humanity of the LGBTQ community. He added that the flag unites people from across the spectrum in the search for equality and respect.

Mr. Healey said displaying the flag shows that LGBTQ and allies are accepted, encouraging people to live more openly. The presence of the flag, he said, shows allies are present, creates a safe space, reduces anxiety, a sense of belonging, connection, and can spark conversation. He mentioned the Stonewall uprising as the origin of the Pride flag, which is now a global symbol of resistance and hope, acknowledging the struggles and achievements of the community. He said the flag is not a decoration but a call for inclusion and a commitment to safety everywhere.

Maureen Dennis said she means no disrespect but took offense at being called a racist, white supremacist and nazi because of her religion or views. She said Town Hall is a government building which should be handled as such. She said she was familiar with NY § 296-a (referencing a NY Executive law that prohibits creditors and financial institutions from discriminating against loan or credit applicants) because she works for Schermerhorn

Properties. She said they cannot discriminate and described a complaint made by a resident of the Schermerhorn properties alleging discrimination. She said it cost \$30,000 in legal fees, and in the end the complainant did not respond to the case after 18 months. Ms. Dennis said she grew up Catholic and that the world has changed. She said it was ridiculous to say the Town is not welcoming for refusing to fly a Pride flag. She said the United States is not a democracy but a republic and everyone is welcome everywhere. She said just because someone doesn't agree doesn't mean they are racist, and mentioned discrimination she faced as a woman in her career. She added that she felt sorry for the Board because they have a tough job.

Danielle Greco asked for clarification if the flag issue was resolved. Councilmember Stewart stated that this was a public comment period and the Board was listening before the Board takes action. Ms. Greco said she was part of the community, and asked the Board to open their hearts and fly the Pride flag. She said discrimination cannot be denied and that religion should not be part of Town government deliberation at all. She said the LGBTQ community represents a lot of people and the Pride flag harms no one--that the flag is an inanimate object.

Cam Cardinale introduced himself as the President of Lower Adirondack Pride, and said he grew up in and loves the Town. He said he was there on behalf of 15,000+ people his organization serves across Warren, Washington, and Northern Saratoga Counties. Mr. Cardinale said he had been to over 100 Town meetings, but that the Moreau meeting meant a lot to him. He said the proposed flag resolution was opposed by Lower Adirondack Pride, and that courts have determined that flags flown on government property are government speech. He said the Town Board has legal authority to choose what flags are displayed. He said it was lawful to fly the Pride flag and that communities all over the region have chosen to do so, including the Village of South Glens Falls. He added that flying the flag is good for business because it signals that the Town welcomes all. He said it was good for young people by signaling that they matter, and for older adults who fought decades to live openly. He said he would follow up with a letter signed by hundreds of people in the community in the previous 20 hours, and urged the Board to adopt a policy that reflects all of the community they represent.

#### **MOREAU EMERGENCY SQUAD – Contract Amendment Discussion**

Supervisor Fish said the Moreau Emergency Squad contract was signed, and that the Town had agreed to commit \$125,000 to the Emergency Squad building fund. He said it understood that the funds would be placed in a separate account for the purpose of making mortgage payments. He said the Squad was asking for the money now so they could show the bank that they have the money. Councilmember Stewart said he had abstained from Emergency Squad budget discussions and would abstain from further discussion. Councilmember Garrant asked for clarification that they just wanted the money to show the mortgage company. The Supervisor confirmed this, and added that the Squad wanted this to be a recurring annual payment as well. Councilmember Killian said usually with a construction loan, the financing is usually based on what you have and what you need, adding he wasn't sure this was actually needed. He said he wanted to look into this more to determine what is needed. Supervisor Fish said they could table the resolution, Councilmember Killian supported tabling the discussion further since the Emergency Squad liaison, Councilmember Donohue, was not present. Councilmember Garrant agreed to table and asked what the next steps would be. Supervisor Fish said they may need an attorney/client session. Councilmember Stewart said they should discuss it with the President of the Emergency Squad present, and since it is public funds it should be discussed publicly. Supervisor Fish suggested further discussion at the next meeting.

#### **SOUTH GLENS FALLS FIRE COMPANY – Village of So. Glens Falls MOU**

Supervisor Fish said an MOU had been drafted and approved by the South Glens Falls Village Board, and had come to the Town Board for review. He said following review by Town Counsel, the Comptroller's Office would be contacted to learn how to handle the transfer of the fire truck. Attorney Bruening said the Village Board had reviewed the MOU at their last meeting and that the Mayor had said it was approved. Supervisor Fish asked if Mr. Bruening had reviewed what had been received from the Village, to which Mr. Bruening replied that he had,

and that it was reflective of what the Supervisor and Councilmember Stewart had last discussed with the Village Board.

Councilmember Stewart said they were fighting an uphill battle to try to save the taxpayers money, especially in the Village of South Glens Falls. He said changes to the arrangement were financial only and would not impact services. He said the Town pays for fire service using sales tax rather than taxpayer money. He said Moreau pays over 90% of the budget and previously didn't have controlling interest. The challenge, he said, is that the Village budget runs June – May, and the Town budget is January – December. He said the arrangement would allow the Fire Company to come before the Board with their needs and reduce the need to do so much fundraising, but he added that it didn't comply with NY State Comptroller standards for spending. The Councilmember said they needed the support of Town representatives. Supervisor Fish said the MOU had the support of NY State Senator Jim Tedisco. From the gallery, South Glens Falls Mayor Joe Orlow thanked the Board and said it would be a win-win situation.

**“BE IT RESOLVED**, that the Town Board authorizes the Supervisor to sign the Memorandum of Understanding with the Village of South Glens Falls, for the purpose of proceeding with inter municipal cooperation for fire protection in the Town and Village.”

**Resolution 113-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

## **SUPERVISOR'S OFFICE**

### Resignations

Supervisor Fish said two members of the Town staff have taken other positions. He said the Building, Planning & Development Clerk had found another position, and Principal Account Clerk Cruz had taken a position as Director of Finance at the Town of Queensbury, a big career move for him. He said the Board needed to accept their resignations and asked the Town Clerk to read the prepared resolution. She read:

**“BE IT RESOLVED**, that the Town Board hereby accepts the resignation of Building Department Clerk Katrina Flexon, effective March 9, 2026, and furthermore accepts the resignation of the Town's Principal Account Clerk, Jeffrey Cruz, effective March 30, 2026.”

**Resolution 114-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

**Discussion:** Councilmember Stewart thanked both staff members. He said he had learned a lot from Mr. Cruz, and that it would be a big loss for the Town. Mr. Cruz had performed multiple roles and was always willing to go above and beyond. The Councilmember said the Town would need to work hard to fill this vacancy. He wished Mr. Cruz well and said he always supported Town employees who move on for career advancement. He wished both employees good luck. Supervisor Fish echoed the Councilmember's sentiments about Principal Account Clerk Cruz, and said Ms. Flexon had been hired with no training, worked her way through it and did a good job for the Building, Planning and Development department. He wished her the best of luck. Councilmember Killian,

wished Ms. Flexon the best, and said the departure of Mr. Cruz would be a big loss to the Town. Councilmember Garrant wished them both well and thanked them for their service to the Town.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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#### Creation of Positions & Vacancy Advertisement

Supervisor Fish said Building, Planning & Development (BPD) Coordinator Westfall wanted the Board to consider the position of Executive Secretary to replace the BPD Clerk position. He asked Mr. Westfall to explain why. Mr. Westfall said he had sent the Board a memo earlier in the day detailing the position, which he said was more tailored to the department and responsible for overseeing more. He said it would be an asset to have more capacity in that role. The Supervisor asked if the suggested pay would be \$50,000-\$54,000. Mr. Westfall confirmed it.

Supervisor Fish said Principal Account Clerk Cruz suggested they consider the position "Bookkeeper" to replace his position in part, and to outsource the human resources aspects. Councilmember Stewart said he was in favor of the change to Bookkeeper. He said the position is much more inclusive and the commensurate pay of \$60,000-\$65,000. With regard to the Executive Secretary he urged the Board to exercise caution because every department head would be advocating for their clerks to get an increase in pay or seeking an Executive Secretary. He said they had taken the position in the past two years to bring the clerks' pay to the same level, and to make this change would undo everything they had done. He added that if more administrative support was needed, they should take a look at the situation because they had just recently moved the position up to full-time from part-time. Mr. Westfall said the item could be tabled.

The Supervisor said the clerk rates had been leveled after a similar situation arose a few years prior. Councilmember Killian said he disagreed in some ways, stating that the staff needs to grow as the Town grows, but agreed to table further discussion to ensure the needs are met based on changing circumstances. Councilmember Stewart said they need to do this in a way to beneficial, he questioned if there was a way to collaborate with the Village of South Glens Falls to ensure there is coverage in the Village, for example.

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Regarding the suggestion of a Bookkeeper to backfill the Principal Account Clerk position being vacated by Mr. Cruz, Councilmember Killian suggested tabling until they could talk to Mr. Cruz about the change. The Supervisor said this was Mr. Cruz's suggestion. Councilmember Stewart said he had met with Mr. Cruz earlier that day, and it was explained that if they did not fill the position and train the person before Mr. Cruz leaves, the Town would be in a deeper hole. He added that the Building Department has an employee filling in who he was confident could train a new person later. He also said that if the Bookkeeper position didn't draw interest within a week, they should have an emergency session to tweak the position before the next meeting. Councilmember Garrant said she trusted Mr. Cruz's judgement and was in favor of following his recommendation. The Supervisor asked the Town Clerk to read the resolution. She read:

**"BE IT RESOLVED**, that the Town Board hereby establishes the position of Bookkeeper and authorizes the Supervisor's Office to advertise the vacancy at an annual salary range of \$60,000-\$65,000."

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

**Resolution 115-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

### Flag Policy

Supervisor Fish said that in 2025 the Town received a number of calls regarding the flag position. He said for a decade the Town has followed the proclamations of the President of the United States and Governor of New York regarding lowering the flag. He asked, following the comments that evening, and not having a full Board, if the Board favored tabling action on the proposed flag policy. Councilmember Stewart said he was in favor of tabling action, but that since people were present who were invested in the issue, he suggested they discuss the topic further in the meeting.

Councilmember Garrant thanked those who had spoken on the issue, bringing their personal experiences for consideration of the request from Lower Adirondack Pride, she said it was important for everyone in Town to be included in the decision. Councilmember Killian said Board members had to consider different views, which is not easy. He urged caution as they move forward, and said he was unsure. He said he favored tabling.

Councilmember Stewart answered the question about whether the proposed resolution was in response to the Lower Adirondack Pride request, saying he didn't believe it was, rather it was a resolution Town attorneys recommended be drafted at the urging of the Supervisor's office in response to Federal and State flag directives. After a brief discussion, the consensus was that the resolution was initiated months prior, following calls about the flag being at half-mast, and the timing unfortunately coincided with the Lower Adirondack Pride request. Councilmember Stewart said the President directed flags to fly at half-mast, Town Hall is a government building, and the directive was followed. He said it would have been the same if the Governor had made the order. Supervisor Fish added that the Governor has made such directives in the past. Councilmember Stewart said he thought this was the first time a national issue has come to deliberation at the local Board level.

Councilmember Stewart said his initial question is of how the Board can support these constituents, and how can staff be trained, because he could imagine a case where a flag is raised, and someone challenges the staff member about it. He said staff should be fully equipped with that answer in advance. He continued, saying there are many organizations with funding to support flying flags on the many poles in Town, he suggested flying flags in support of organizations in a designated location, somewhere prominent in the Town but not on Town Hall. He suggested this could reduce instances of residents questioning the staff, and bring awareness and support potentially to many causes. He said this could also give support to organizations too small and lacking in funds to otherwise gain attention. He suggested a committee with a Board member liaison to the Board. He said there was a community garden on campus and they were deliberating a dog park as well, so this could be a good location, and a good way to support organizations, and referred to it as an all-inclusive support area. He restated that it should not be a location tucked away from view, and added there could be potential for fundraising associated with the location. He said he was glad this issue was brought to the Board, that they had an open mind and wanted to support all the groups in Moreau. He thanked those that spoke for their passion.

Councilmember Garrant said the timing could have been handled better since there had been an email and call from Cam Cardinale asking to meet well before the meeting. She suggested they could have met with Cam prior

to proposing a policy. She urged caution in the future, and suggested meeting with people in advance could prevent some controversy. She said she was glad the decision was being tabled, that she did not support the resolution as drafted, and that she had an amendment proposal. Councilmember Stewart said some controversy could be avoided in a designated location for this type of display by approaching it as a place to support all the organizations, and that they support not having a place for discrimination. He said it was just an idea inspired by the passion of those that had spoken, who had decades of advocacy experience. He indicated he wanted to support them and proposed a community first area.

Councilmember Killian said he favored tabling until they had the full Board assembled, and hoped they could propose something that would make everyone happy. Councilmember Stewart Supervisor Fish said there were many things they could do and said they could do a workshop on this issue.

**Resolution 116-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to table action on the proposed flag policy.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

The Supervisor wished to add that he meant the comments he made at the Marathon Dance. He said everyone needs to take care of each other, be kind to each other, and he lives that way. He invited anyone who didn't believe that to follow him around. He said he didn't discriminate against anyone present or anywhere else. He said everyone can live the way they want and he lives the way he wants to. He said it wasn't about national politics, it's about what's best for the Town of Moreau, and that he felt the workshop was the best way to move forward.

#### Substitute BPD Clerk

Supervisor Fish said that since the Building, Planning & Development Clerk's departure, and Kathy Perez, which had worked in the department previously, had agreed to come back to fill in. He said for Kathy to continue, they needed a Board resolution. He asked the Clerk to read the resolution. She read:

**"BE IT RESOLVED**, that the Town Board authorizes a stipend of \$30 per hour, for substitute Building Department Clerk duties, to be paid to Kathy Perez, from account B3620.4, until such time as the vacancy in the department is filled and the staff member receives in-house training."

**Resolution 117-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

Medicare Reimbursement

The Supervisor explained that Paul Joseph had served almost 25 years in the Town and was now at the age to receive Medicare, and wished to be added for the Town Medicare reimbursement. He asked the Town Clerk to read the resolution:

**“BE IT RESOLVED**, that the Town Board authorizes Paul Joseph to be added to the Medicare Reimbursement program for the Town, as per section 708 of the Employee Handbook, effective January 1, 2026.”

**Resolution 117-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

**BUILDING, PLANNING & DEVELOPMENT OFFICE**

Supervisor Fish said the Town had a matching grant to help pay for the next phase of the Nolan Road Riverside Trail. BPD Coordinator Westfall said a County grant available in June may defray the Town’s cost. Councilmember Stewart asked if this was phase 2 of the project including the boat launch and parking. He was told it is not, but rather the wetlands section of the trail. Councilmember Killian asked if the Army Corps of Engineers and NYSDEC were involved, to which Mr. Westfall responded affirmatively. The Supervisor asked the Town Clerk to read the resolution. She read:

**“BE IT RESOLVED**, that the Town Board accepts and approves the LA Group proposal for the Nolan Road Riverside Trail Phase II, dated February 23, 2006, which includes Wetland Delineation; Site and Topographic Survey; Geotechnical; Permitting Coordination; and Schematic Concepts; and further resolves to authorize the Supervisor to sign any necessary documents to complete the approval.”

**Resolution 119-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

**HIGHWAY DEPARTMENT**

Supervisor Fish said the Highway Department was preparing to move to 4-day work weeks. After some negotiation, dates were firmed up.

“**BE IT RESOLVED**, that the Town Board accepts the Highway Superintendent's tentative dates to begin the department's seasonal 10-hour, 4-day work week, from Monday, May 4 through Friday, October 30, 2026.”

**Discussion:** Councilmember Stewart asked when paving began in 2025, Highway Superintendent Abrams said April, that they had worked on Old West Road, and before other paving work, had to perform grinding. The Councilmember said the purpose of the longer hours was for paving. Councilmember Killian asked how often they pave into November. Mr. Abrams said they pave into November each year. Councilmember Stewart said Mr. Abrams can come back to the Board if warm weather allows for extended paving late in the fall.

**Resolution 120-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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Supervisor Fish said the Highway Superintendent wanted to stripe 31 miles of road. In 2025 29.28 miles were lined at a cost of \$18,629. The County never gives the Town a price, the Supervisor said, so the budgeted amount of \$35,000 for 2026 should cover everything.

“**BE IT RESOLVED**, that the Town Board authorizes the Highway Superintendent to contract with the Saratoga County Department of Public Works for six (6) centerline miles and (26) centerline and edgeline miles of road striping in 2026, to be paid from account A3310.499.”

**Resolution 121-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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Supervisor Fish said the Highway Department was looking to buy a tractor to pull the low boy on an emergency basis. He said the truck was a used 2023 International with ~85,000 miles. Because it is used, the Supervisor said no bidding was required. Councilmember Killian said it was a great price. The Town Clerk read:

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

**“BE IT RESOLVED**, that the Town Board authorizes the purchase of a 2023 International LT625 Truck Tractor, to replace the 1995 Mack tractor, at a price not to exceed \$114,343.00 to be paid from account DB5130.2; and be it further resolved that the 1995 Mack tractor shall be declared surplus and the Highway Superintendent is authorized to list and sell said tractor on Auctions International.”

**Resolution 122-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

Supervisor Fish said the Highway Department was looking to purchase more rock salt. The Highway Superintendent said they had received 3 loads the day before and the bin was almost full. He said he hoped he wouldn't need to use the purchase order under consideration. Supervisor Fish asked if Mr. Abrams wanted them to have the order approved, to which Mr. Abrams said he would as a form on insurance. The Town Clerk read:

**“BE IT RESOLVED**, that the Town Board authorizes the purchase of \$20,000 road salt from Morton Salt, through Saratoga County Contract #25-PWS-1OR, to be paid from account DB5142.490.”

**Resolution 123-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Nay
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 3:1.

## **RECREATION DEPARTMENT**

**Discussion:** The Supervisor said the Recreation Director was looking to hire a new part-time employee for \$18.00 an hour. Supervisor Fish said that during budgets, \$17.00/hr. was budgeted. Asked if Matt Bovee accepted a previous offer, Recreation Director Brogan said he did not, he didn't respond or show up. Councilmember Stewart said the pay of others in the department had been increased, should the offer to Mr. Bovee be increased. The Supervisor indicated that he did not support this because Mr. Bovee had an opportunity to accept or reject the initial offer but chose not to respond. Councilmember Stewart questioned whether they needed to formally rescind the offer to Mr. Bovee in order to make an offer to Mr. Rosati. Attorney Bruening said that if an offer was made and they no longer want the person to take the offer, they need to rescind it. Mr. Brogan said it was okay if they wanted to add a date to respond by, and said he could reach out again the following day.

Councilmember Garrant asked if hiring the new person would be impacted by the situation with Mr. Bovee. Mr. Brogan and Councilmember Stewart said multiple hires are needed so they determined the Bovee

situation should not impact this candidate. Councilmember Stewart said he knew the department needed employees to close the park at night, and this candidate is a closer, and it was hard to find people at the lower rate. The Supervisor said a full-time employee should be able to close the park. \$18.00 per hour was the agreed wage. Town Clerk Trombley read the resolution as follows:

**“BE IT RESOLVED**, that the Town Board hereby hires John Rosati as a part-time Recreation Department laborer, at a pay rate of \$18.00 per hour, to begin work immediately, pending successful completion of a background check and preemployment physical.”

**Resolution 124-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

**Additional discussion:** Mr. Brogan asked if the candidate had to complete the physical since he already works for the Village of South Glens Falls. The answer is that he does because the Village may have different requirements.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

Supervisor Fish said Councilmembers Donohue and Stewart had worked with the Recreation Director to get an RFP together for Recreation Park courts. Councilmember Stewart said they had been on the record a number of times, and he thanked the Highway Department for helping keep costs on the project down. He indicated the bids were lower than expected. He added the payment would come out of restricted Recreation funds which would be replenished by developer recreation payments. Following discussion between Councilmember Stewart and Attorney Bruening about using funds from an account which requires a permissive referendum, the following was passed.

**Resolution 125-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the bid to construct Pickleball, Tennis and Basketball Courts at the Harry J. Betar Recreation Park from Edward & Thomas O'Connor Inc, in an amount not to exceed \$198,900.00, to be paid from account HT7180.4, subject to permissive referendum.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

**Resolution 126-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to authorize the permissive referendum notice to be posted.

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

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

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Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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The Town Clerk read the following:

**“BE IT RESOLVED**, that the Town Board authorizes the purchase of a TruFinish 1210 John Deere Utility Rake from Finch Turf, Inc. for an amount not to exceed \$21,238.96, to be paid from account A7140.2.”

**Resolution 127-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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The Town Clerk read:

**“BE IT RESOLVED**, that the Town Board authorizes the Supervisor to sign the agreement with Turf Management Company, Inc., to provide turf management services at the Harry J. Betar Recreation Park, per the signed quote provided on February 18, 2026, for an amount not to exceed \$15,922.47, to be paid from account A7140.4.”

**Resolution 128-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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The Clerk read:

**“BE IT RESOLVED**, that the Town Board authorizes the purchase of a 2026 Chevrolet Silverado 2500HD from Mohawk Chevrolet, under 6, State Contract #PC69382, for an amount not to exceed \$50,794.43, to be paid from account A7140.2.”

**Resolution 129-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Garrant to accept the resolution as read.

*A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026 at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.*

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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Town Clerk Trombley read:

**“BE IT RESOLVED**, that the Town Board authorizes the Supervisor to contract with Capital Fire and Safety for annual fire extinguisher inspections, replacements when necessary, and the servicing and inspection of the K-Type extinguisher in the Quad Concession Stand, for an amount not to exceed \$2,085.00, to be paid from multiple accounts, depending on the locations of the extinguishers.”

**Resolution 130-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

## **WATER & SEWER DEPARTMENT**

The Town Clerk read:

**“BE IT RESOLVED**, that the Town Board authorizes Water and Sewer Operator, Kristian Mechanick, to attend the Adirondack Waterworks Conference on Wednesday, March 25, 2026 in Schenectady, for an amount not to exceed \$75.00, which includes lunch, to be paid from account CW831 0.4.”

**Resolution 131-2026** A motion was made by Councilmember Killian, seconded by Councilmember Garrant to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

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Supervisor Fish said the Water Department wanted to acquire 6 new water meters for new construction. He said these are single body, and would replace the mismatched tops and bottoms they had in the past. He also said the system had been upgraded and when you have a new home you should have a new meter. He said they would

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need to increase the price because the Town will paying more than the current fee amount of \$375. The Town Clerk was asked to read the following:

**“BE IT RESOLVED**, that the Town Board authorizes the purchase of six (6) 5/8 x 3/4 Allegro water meters, for an amount not to exceed \$2,239.00 to be paid from account CW8310.4.”

**Resolution 132-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

#### **TOWN CLERK’S OFFICE**

The Supervisor said the Town Clerk was requesting assistance in applying for a grant to digitize Town records, and had sought a resolution from the Board. He said a resolution wasn’t necessary and asked for more details from the Clerk. Ms. Trombley explained that when the court digitized their records, they had received a resolution authorizing the action, which is why she asked for one as well. She said the process of applying was already underway, and the deadline for the grant was April 1. Board members thanked the Clerk for letting them know that she would use some staff resources, especially because the BPD Department was helping with a lot of grants. The Clerk said BPD records would be digitized in the project as well.

#### **LANDFILL**

Supervisor Fish said monitoring of the landfill was required by the NY State Department of Environmental Conservation (NYSDEC), and while the document is labeled a change order, the change is just a new year of monitoring. He said this is something they must do. He asked the Town Clerk to read the following resolution:

**“BE IT RESOLVED**, that the Town Board authorizes the Supervisor to sign the 2026 change order agreement with CT Male for Post Closure Landfill Monitoring Services, dated February 3, 2026, for an amount not to exceed \$14,348.30, to be paid from the Solid Waste Management Facility Reserve account.”

**Resolution 133-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

## **MONTHLY DEPARTMENT REPORTS**

The Town Clerk read the following resolution:

**“BE IT RESOLVED**, that the Town Board accepts the monthly department head reports for the following departments: Assessor; Building, Planning & Development; Town Clerk, Recreation, Water & Sewer; Transfer Station; Highway; Historian and Dog Control Officer.”

**Resolution 134-2026** A motion was made by Councilmember Stewart, seconded by Councilmember Killian to accept the resolution as read.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0.

## **PRIVILEGE OF THE FLOOR**

Elizabeth Kaetzle of Birch Drive said that in 2023 she came to the Board when her road collapsed, and at that time the Town had declined to fix it. Since then, she said there are more buildings and traffic along that road. She asked the Board to consider reducing the speed from 30 MPH to 20 MPH in her neighborhood, including Birch Dr., Speakman St., Robert Rogers Dr., and Hobbs Ln. She said because her street is off Fort Edward Road, there is a lot of speeding and since the other end of the neighborhood is closed at Speakman, the residents of 60 homes now pass her house to exit the neighborhood. She described walking with neighbors recently and a car almost hitting her son. She urged them to take action before someone is killed, and said she had called the Governor and spoken with the Highway Department who was in her neighborhood that day.

Cam Cardinale thanked the Board for holding action on the flag resolution.

Tim Healy said that no one had called anyone a nazi or white supremacist, and that it was okay to disagree with him ideologically, but he doesn't use derogatory names unless the person is an actual member of that group. He said religion should not be part of the conversation in relation to government. He said he was a life-long Methodist, which allows LGBTQ clergy and same-sex marriage. He said he disliked when people weaponize their religion. He thanked the Board for looking into other possibilities not just for pride, but other groups as well.

Reed Antis said he had been following the Moreau Emergency Squad situation and her urged additional scrutiny, and said they should be more open with their finances as a nonprofit organization. He asked that they review the 990 the Squad filed. Mr. Antis said they seem to spend more than needed.

Victoria Rexrode introduced herself as the Vice-President of Lower Adirondack Pride, and thanked the Board for tabling action on the flag resolution, and said their organization makes a point to represent Northern Saratoga County, and very proud of encouraging openness, equity, and inclusion in Saratoga County.

Elinor Stempinski thanked the Board and said sometimes you need to be bold during times of adversity for those who count on you.

Chris Scarincio read a prepared statement which read as follows:

"I am submitting this statement for the record regarding a comment made by John Donahue at the February 24 Town Board meeting, where it was stated that the Highway Department has an 'impeccable safety record.' Based on multiple incidents that have occurred over the past five years, that characterization does not accurately reflect the department's safety history.

During that time period, the following incidents have occurred involving town vehicles and equipment:

- A plow truck was driven into a garage door causing property damage.
- A driver backed a truck into a brand-new dozer (Truck 3), damaging town equipment.
- A driver struck a vehicle on Willow Street.
- A plow truck left the roadway on Fort Edward Road.
- A truck struck a telephone pole on Spier Falls Road, bringing down wires.
- A driver reportedly fell asleep at the wheel on Selfridge Road and dumped a load of pavement.
- A driver drove through an old building with the dump box raised, causing approximately \$30,000 in damage. Notably, no suspension or disciplinary action was issued in that case.
- A driver struck a vehicle on Bayberry Road.

To my understanding, only two of these incidents were formally reported. This raises serious concerns about whether proper safety procedures, documentation requirements, and post-incident protocols are being consistently followed.

Accurate reporting and enforcement of safety policies are critical to protecting employees, the public, and taxpayer-funded equipment. Describing the department's safety record as "impeccable" minimizes legitimate safety concerns and overlooks incidents that involve potential liability and public safety risks.

For these reasons, I respectfully request that the Town Board conduct a formal safety review or independent audit of Highway Department incidents, reporting practices, and safety enforcement procedures over the past five years.

For the record, will the Town Board commit tonight to conducting a formal safety review or independent audit of Highway Department incidents and reporting practices?"

Councilmember Stewart said he supported a review process, but that does not mean it will change anything, and that drug testing has to be negotiated with the union. Mr. Scarincio asked if it was policy to drug test following an incident. The Councilmember said he didn't know offhand but would follow up later.

Beth Wadleigh said she didn't get an answer about who makes the final decision about flying the flag at half-mast. Councilmember Stewart said the President of the United States made the decision to order all flags at half-mast. Ms. Wadleigh said she understood that. The Councilmember continued, stating that it was not a Board decision but that the Supervisor's office handles Town daily operations, and verified with the Supervisor that the directive from the President was received the day after the Kirk incident. He said he understood her frustration. Ms. Wadleigh said it wasn't frustration but a matter of morality. Councilmember Stewart said the lowered flag was in response to a directive. Ms. Wadleigh said the Town did not have to do it. The Councilmember said the Supervisor chose to honor the request, as he does with the Governor's requests. He said the Town Board was not there to debate national politics, they were honoring the request of the top elected official, adding that it was not based on anyone's personal agenda.

The Supervisor said someone had yelled at the people who live in front of his residence who have a little boy because the flag was at half-mast. Ms. Wadleigh said her daughter is called names. Both agreed this behavior was unacceptable. Ms. Wadleigh asked why there would be resistance to flying the Pride flag. The Supervisor said the Town would honor what the President and Governor ask the Town to do. Councilmember Garratt clarified that the Town did not have a policy yet because the item was tabled. The Supervisor said it is what has been done for years and will continue to be done. Ms. Wadleigh said refusal to fly a Pride flag represented discrimination. She said she didn't plan on having a trans child and that she didn't even know what to do, but she stood by her daughter.

A regular meeting of the Moreau Town Board was held at 7:00 p.m. on March 10, 2026  
at the Moreau Municipal Building, 351 Reynolds Road, Moreau, Saratoga County, New York.

Councilmember Stewart said they did table the action, acknowledged that people were very passionate around this subject and said overall the discussion had been positive. He said he understood Ms. Wadleigh's frustration and said they needed to move forward to serve everyone. Ms. Wadleigh made a comment indicating that she thought they would put the special display area somewhere out of sight, which prompted the Councilmember to say she must not have heard him clearly when he said he wanted to work together to find a visible spot. He said he had thrown out an idea off the cuff to try to think of something better, and offered to continue to work with Ms. Wadleigh to support all constituents.

## ADJOURNMENT

**Resolution 135-2026** A motion was made by Councilmember Garrant, seconded by Councilmember Stewart, to adjourn the meeting.

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

Councilmember Donohue	Absent
Councilmember Garrant	Aye
Councilmember Killian	Aye
Councilmember Stewart	Aye
Supervisor Fish	Aye

The motion carried 4:0. The meeting was adjourned at 9:12 p.m.

Respectfully submitted,  
*Erin Trombley*  
Erin Trombley  
Town Clerk

**COPY**

**AGREEMENT**

THIS AGREEMENT is made in duplicate originals the 28<sup>th</sup> day of January, 2026, between the **TOWN OF MOREAU**, a municipal corporation of the County of Saratoga, with its office at 351 Reynolds Road in the Town of Moreau, County of Saratoga and State of New York, hereinafter designated as "TOWN", and **MOREAU EMERGENCY SQUAD, INC.**, a not-for-profit corporation organized under the laws of the State of New York, with offices at Route 9, South Glens Falls, County of Saratoga and State of New York, hereinafter designated as "SQUAD".

**WITNESSETH**

WHEREAS, the TOWN is desirous of contracting for ambulance and other related services for the period spanning January 1, 2026 through December 31, 2026; and

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

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

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

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

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

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

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

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

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

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

(f) When requested by the TOWN, the SQUAD shall provide the TOWN access to all records of the SQUAD for its revenues and expenditures including invoices, checks, and receipts, whether for

paid staff and members or volunteer staff and members, and all payroll records.

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

ARTICLE 3: COMPENSATION: That in consideration of the Agreement to furnish said services, the TOWN agrees to pay the SQUAD the sum of **Two Hundred Seventy-Seven Thousand and 00/100 Dollars (\$277,000.00)** as payment for the ambulance service to be provided. The SQUAD agrees to accept the sum of **Two Hundred Seventy-Seven Thousand and 00/100 Dollars (\$277,000.00)** as payment for the ambulance service to be provided.

The TOWN agrees to provide, and the SQUAD agrees to accept, as additional compensation, snow-plowing and sanding services in the SQUAD's parking lot for the 2026 year. The TOWN and the SQUAD agree that the TOWN will not be responsible or held liable, in any manner, for minor damages done to the parking lot, and that the SQUAD will hold the TOWN harmless for any of the aforesaid minor damage which may be caused during snow-plowing. This additional compensation is for the 2026 year only and will be reviewed on an annual basis for renewal.

The TOWN further agrees to provide, and the SQUAD agrees to accept, as additional compensation, the sum of **ONE HUNDRED TWENTY-FIVE THOUSAND AND**

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**NO/100 DOLLARS (\$125,000.00)** for the sole purpose of construction of the SQUAD's new building ("Capital Funds"). The Capital Funds will be kept in an account held by the TOWN until such time as construction of the new building has been completed. Release of the funds will occur only upon receipt and approval by the TOWN of a voucher in accordance with the TOWN's procurement and financial policies. This additional compensation is for the 2026 year only.

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

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

ARTICLE 4: DATE OF PAYMENT: Upon successful demonstration that the SQUAD is in compliance with NYCCR Part 800.4 (e), with regards to all of the vehicles owned by the SQUAD, the TOWN shall pay said sum identified in the first paragraph of ARTICLE "3" in installments as follows:

- (a) The sum of **One Hundred Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$138,500.00)** on the 31<sup>st</sup> day of January, 2026, representing 50% of the total compensation identified in ARTICLE "3."
- (b) The sum of **Sixty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$69,250.00)** on the 15<sup>th</sup> day of May, 2026, representing 25% of the total compensation identified in ARTICLE "3."

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(c) The sum of **Sixty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$69,250.00)** on the 15<sup>th</sup> day of September, 2026, representing 25% of the total compensation identified in ARTICLE "3."

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

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

ARTICLE 7: TERM OF THE AGREEMENT: The term of this Agreement shall be from January 1, 2026 through December 31, 2026.

ARTICLE 8: TERMINATION: This Agreement shall automatically terminate in the event the SQUAD loses its not-for-profit corporation status or ceases to provide the services described herein or ceases operations. In addition to the foregoing, the TOWN

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may terminate this Agreement for cause upon thirty (30) days written notice to the SQUAD. In the event the termination is for cause, the TOWN shall specify the alleged grounds for cause in its written notice.

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

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

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

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

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

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

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

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

ARTICLE 17: AUDIT: No later than September 1, 2026, the SQUAD shall furnish the following:

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

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

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



## FRANCHISE AGREEMENT

**This Franchise Agreement (“Franchise”)** is between the Town of Moreau, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Restoration of Municipal Property.** Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

**2.5 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 Abandonment of Service.** Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

**SECTION 9**  
**Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**10.5** No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

**SECTION 12**  
**Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

**SECTION 13**  
**Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

**SECTION 14**  
**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 15** **Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.1.1 Employment Practices.** Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Moreau  
Attn: Supervisor  
351 Reynolds Rd.  
Moreau, NY 12828

Grantee: Charter Communications  
Attn: Director, Government Affairs  
20 Century Hill Dr.,  
Latham, NY 12110

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave., NW  
Suite 400W  
Washington, DC 20001

**15.8 Public Notice.** Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

**15.9 Grantee Notice.** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

**15.10 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.11 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.12 Administration of Franchise.** The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.13 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

**15.14 Effective Date.** The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC (“Effective Date”). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.15 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town of Moreau, New York

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

Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

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

Name/Title: \_\_\_\_\_

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

Department: Town Court

Date: 03/10/2026

**Description of Purchase Request:**

Continued digitalization of records Criminal Dockets from prior cases to  
eliminate hard copy files to save space. This will be covered by our Justice  
Court Action Plan Grant allowing \$5000.00 for this procedure.

This is a state contract company hiring the disabled. 3 estimates not required.

**Vendor's Name and Address:**

Price: \$ 5000.00

Secure Scan Document Scanning  
1060 Broadway  
Albany, NY 12204

**Vendor's Name and Address:**

Price: \$ State Contract

State Contract

**Vendor's Name and Address:**

State Contract

Price: \$ State Contract

Hon. Jeffrey B. McCabe



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

Account number purchase will be paid from: JCAP

Balance in account and date: \$ 5000.00 as of 03/10/2026

Amount budgeted for the current year: \$ 5000.00

Department Head's Recommendation: State Contract NYSID and Secure  
Scan

Board Approval Received:  Yes  No

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

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

Amount Approved: \_\_\_\_\_



**CORPORATE OFFICE**

11 Columbia Circle Drive West • Albany, NY 12203

[www.nysid.org](http://www.nysid.org) | (518) 463-9706 | 800-221-5994

March 9, 2026

Hon. Jeff McCabe  
Judge, Moreau Town Court  
351 Reynolds Rd.  
Fort Edward, NY 12828  
(518) 793-3188  
[jmccabe@nycourts.gov](mailto:jmccabe@nycourts.gov)

Re: Data Imaging Services

Dear Hon. Jeff McCabe,

This is to inform you that New York State Industries for the Disabled, Inc. (NYSID) is interested in providing Data Imaging services as a Preferred Source Service.

Thank you for this opportunity to provide a quote for data imaging services to the Moreau Town Court. The price for this service will be \$5,000.00

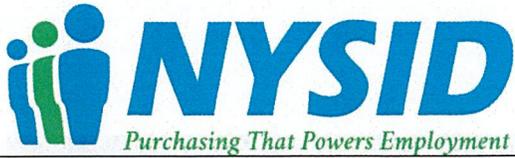
Please find specifics regarding the project below. The term would be one year from start of contract.

Any questions or concerns, please feel free to reach out.

Thank you for your support of the Preferred Source Program.

Respectfully,

Ethan Durham  
NYSID Account Representative – Capital Region  
[edurham@nysid.org](mailto:edurham@nysid.org)  
Office: 518-694-0255  
Cell: 315-868-5002



# Request for Price Concurrence

Date Sent: March 9, 2026  
 Contracting Agency: Moreau Town Court  
 Customer Contact: Hon. Jeff McCabe  
 Job Title: Judge  
 Street Address: 351 Reynolds Rd.  
 City, State Zip: Fort Edward, NY 12828  
 Phone: 518-793-3188 Fax# \_\_\_\_\_ E- Mail: [jmccabe@nycourts.gov](mailto:jmccabe@nycourts.gov)

PLEASE UPDATE  
 INFORMATION IF  
 NEEDED

Member Agency: Unity House of Troy  
 Corporate Partner: SecureScan  
 Service: Data Imaging Services  
 Location: 1060 Broadway, Albany, NY  
 Proposed Price: \$5,000.00  
 Proposed Term: One year from contract approval

**This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.**

**Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.  
 All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.**

Please see pricing details below

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc. E-mail: [edurham@nysid.org](mailto:edurham@nysid.org)  
 ATTN: Ethan Durham Phone: 518-694-0255  
 11 Columbia Circle Drive Ext.: 255  
 Albany, NY 12203-5156 Fax:

NYSID Account Representative  
 Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

See attached documents in lieu of signed form

# 2025-26 Justice Court Assistance Program Award Reconciliation Report

Please fax this Report along with paid receipts to the dedicated JCAP Fax Number 518-471-4807, email jcap@nycourts.gov or mail to: Division of Grants, Contracts & Procurement, Attention: JCAP, 2500 Pond View, Suite 104, Castleton on Hudson, N.Y. 12033

**In the space provided below, please sign and indicate the exact amount spent**

**\*Funds to be spent within 180 days of receipt**

**Moreau Town Court, Saratoga County**

**District: 4**

Item Category	Item Name	Approved Quantity	Item Approved Total
Courtroom Enhancements	Judicial Robe	1	\$200.00
Records Retention	Secure scanning services		\$5000.00
Security	Walkthrough metal detector	1	\$2399.99
<b>Total Amount of Grant</b>			<b>\$7,599.99</b>

**SPECIAL NOTE REGARDING AWARD DISBURSEMENTS:**

Your Town Supervisor or Village Mayor should receive a check for the amount of the grant or the grant amount will be sent via direct deposit to your municipality. All grant recipients are reminded that, as required by law, funds received hereunder may not be used for purposes other than the purchase of the item(s) set forth on the enclosed award form or used to offset the cost of another grant item awarded at a set monetary amount. Also, as stipulated in the municipal certification accompanying the application for your grant, "any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures."

\*Please submit paid receipts indicating funds were spent on approved items along with this Reconciliation Report within 180 days from receipt. Remember to save your receipts for at least three years for audit and review purposes. **If the amount you spend purchasing the item(s) approved on this Report is less than the amount awarded, leftover funds are not to be used to offset the cost of another grant item. Please contact the Division of Grants, Contracts & Procurement at 518-480-6840 for further direction.**

**Total Amount Spent:** \_\_\_\_\_

**By signing this form, I affirm that all the above approved items were purchased.**

**Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**FOR DPCS USE ONLY**

Application #	6485	Attachments	_____
Vendor ID#	1000002282	AO Date	_____
Voucher#	_____	DN/SP	_____
Submit Date	_____	Business Unit	_____
		Grant Amt	_____
		Final Approval	_____



# Securescan

## DOCUMENT SCANNING

Prepared For:

Moreau Town Court

Securescan Albany  
1060 Broadway  
Albany, NY 12204

Prepared By:

**Chuck Tobin**

[chuck@securescan.com](mailto:chuck@securescan.com)

(518) 935-4135

# Why Choose Securescan?

Our team is passionate, motivated, well trained, and ready to take on any challenge you can dish out.

We take great pride in our role of protecting the privacy and security of your sensitive data.



## **3 Person, Double Blind Data Entry**

Even the best data entry professionals have a 93% accuracy rate. Our 3 person, double blind process guarantees 99.5% accuracy.



## **100% Quality Control**

QC operators review every image for quality and legibility, and conduct rescans on any that don't meet our strict quality standards.



## **Secure & Confidential**

The privacy of your documents is our top priority. We are committed to providing our customers with the highest security standards in the industry, including SOC 2 Type 2 certification and HIPPA compliance.



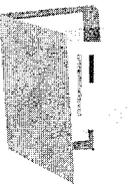
## **No Bid Needed**

Hire us without a bid or RFP process because of our commitment to employing New Yorkers and Veterans with disabilities through our corporate partnership with NYSID.

# Document Scanning

We'll help you tackle your paper problems with our simple approach.

Documents



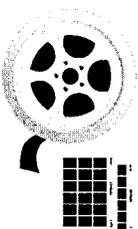
Boxed Files



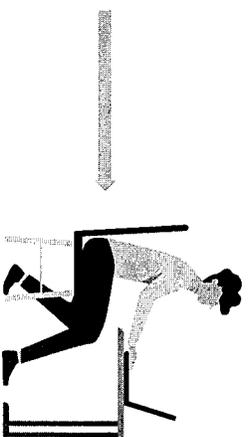
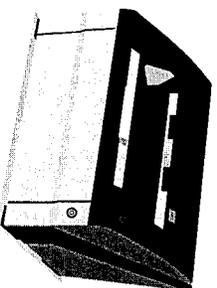
Filing Cabinets



Film & FICHE



**Capture, OCR, & Extract**  
We scan your documents and extract key index data and OCR each page.



## Deliver

Your digital documents can be delivered 3 ways



Secure FTP  
Download



ImageSilo

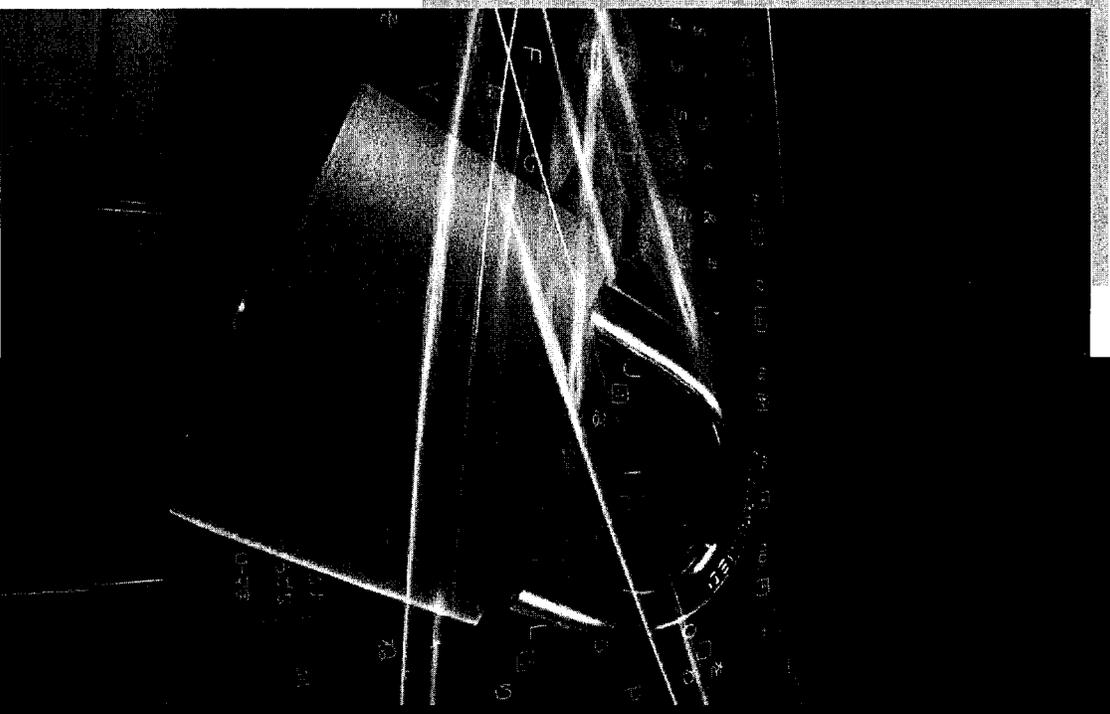


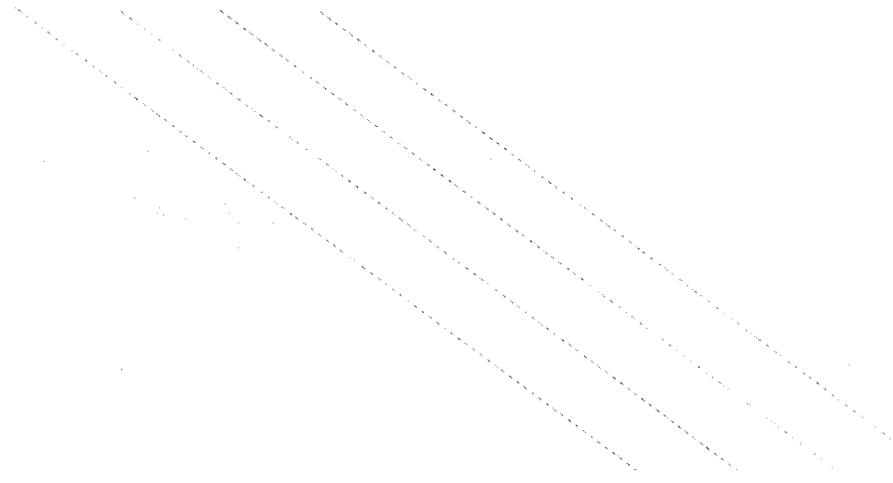
Encrypted  
USB Thumbnail

# Confidentiality & Security

At SecureScan, the safety and security of your documents is our top priority. That's why we're trusted by highly regulated government agencies, medical facilities, and large-scale organizations to process and store critical data.

Our commitment to your privacy and investments in secure technology sets us apart from our competitors. We adhere to the highest standards of data management and privacy including HIPAA compliance and SOC 2@ Type 2 certification.





# Our Detailed Process

## **Confidentiality:**

SecureScan will sign a nondisclosure agreement/confidentiality statement, or business associate agreement in connection with this proposal as needed. SecureScan implements strict internal controls and practices to ensure the privacy and security of all customer data. We engage in a tightly controlled process, coupled with secured access to buildings and computers by employees and visitors. SecureScan complies with the provisions of the Gramm-Leach-Bliley Act, HIPAA and HITECH.

## **Pick-up and Chain of Custody:**

SecureScan staff will conduct all pick-ups and deliveries in SecureScan owned/leased vehicles. Documents will be picked up in boxes unless otherwise agreed to on the last page of this proposal. Boxes will be counted and inventoried with the range of contents by a selected key value. Each box and its contents will be added to a chain of custody transfer form sheet that will be reviewed and signed by a representative from both parties before departure.

## **Preparation:**

Your documents will be transported to our facility, where the box number and associated key information will be entered into our inventory control system, and tracking forms for each box will be created. Staples and paperclips are removed, paper corners are straightened, sticky notes are taped down and torn pages are repaired. After preparation, a team will be assigned and trained on your project, allowing us to maintain a consistent standard of quality throughout the project.

### **Scanning:**

Initial tests are run to calibrate the scanning equipment for optimum brightness, contrast, rotation, and image clarity. As paper specifications change, further adjustments will be made as needed. In addition to these calibrations, we use production level scanning and image enhancement software packages along with Fujitsu scanner hardware to provide the best possible images of each page.

### **100% Quality Control:**

SecureScan's quality control team completes a manual review of each image to ensure our high quality standards are met. Any image that does not meet these standards will be electronically marked for comparison against the paper record to rule out technical issues. The image will be rescanned with adjustments made to capture settings the produce the highest quality image possible.

### **Double Blind, Compare & Correct Indexing:**

Selected fields will be extracted from your documents and keyed by two data entry operators simultaneously. A data comparison will be conducted to look for inconsistencies, and corrected by a 3rd person, resulting in 99.99% accuracy.

### **Full Text OCR**

Optical Character Recognition (OCR) is used to convert the text contained in each image into searchable text, to allow for single word, phrase, or full sentence searching. The searchable text is embedded into the PDF file and is captured using ABBYY OCR engines.



### **Emergency Records Request:**

Emergency records requests can be made at any time while we are in possession of your records. You can complete the request by sending an email to [stat@securescan.com](mailto:stat@securescan.com). The email address is used specifically for emergency requests and is received by multiple individuals. We request that the customer provide a minimum of two index values when the request is made so we can locate the record and respond as quickly as possible.

### **Delivery of Product:**

Images are copied to an encrypted USB drive or added to a secure FTP site for download upon completion of work. The images will be provided in the agreed upon format and structure. Paper, folders and boxes will be returned, shredded or held for a period of one month and then returned or shredded.

### **Imagesilo Document Management System:**

Images can be uploaded into ImageSilo, a highly secure and redundant cloud based document management system for an additional monthly fee. Image silo functionality includes the ability to search, view, print, email, and annotate documents, with eform and electronic signature add-on functionality.

### **Secure Document Shredding:**

After the scanning process has been completed, we can either return your documents for storage, or permanently and securely destroy your documents with our NAID® compliant document shredding service. You will be provided with a Certificate of Destruction for your records.



SecureScan

Judge McCabe,

Thank you for the opportunity to propose our document scanning services. This proposal is provided by SecureScan to NYSID with the intent of providing document imaging services through the NYS Preferred Source Program. Government agencies can procure Preferred Source services without a bid process through the Program and it assists New Yorkers with disabilities to obtain more employment opportunities. We have gathered all the information necessary to confidently provide this quote for your project. **Services include:**

- Pick-up of packed banker boxes by SecureScan employees and transportation of your documents to our facility.
- Document preparation including the removal of staples and paperclips, inserting barcoded separation pages, and moving sticky notes to the back or to a separate page. File Folders and book bindings may be cut and scanned.
- Bitonal duplex scanning of paper documents at 300 dpi as multi-page PDF.
- Quality control, including a visual review of all scanned images to ensure capture of high-quality digital images. Rescans will be conducted where necessary. Blank pages are removed by an initial automated and secondary manual process.
- Double blind, compare and correct document identification by 8-Digit Case Number. Last name and First name, or party names will be indexed if there is no 8-Digit Case Number. Docket books will be indexed by the Book Name. Double blind, compare and correct data entry is a 3-person data entry method that will yield and accuracy rate of 99.99% or better. Single key data entry is generally limited to 93% or less.
- Email address (stat@seurescan.com) to make emergency requests for documents when they are in process at SecureScan.
- Delivery of PDF files by encrypted USB drive. It is the courts responsibility to provide ongoing back-up of the files delivered by a IT company or Town/Village IT staff.
- Scanned documents will be shredded after approval from OCA Records Management. Docket books sealed pages, YO pages and indexes will be cut from books and returned unscanned.

Sincerely,

A handwritten signature in cursive script that reads "Chuck Tobin".

**Chuck Tobin**

Phone: (518) 312-3885

Email: chuck@seurescan.com



SecureScan Service Description	Estimated Volume	Unit Price	Estimated Total Price
<p><b>Document Scanning Services:</b> Document Preparation, Document Scanning, Quality Control Review and Indexing of Documents. All as defined within the proposal. Standard 10"x12"x15" banker box size is quoted. Larger or smaller boxes will be pro-rated.</p> <p><b>Docket Books Document Scanning Services:</b> Document Preparation, Document Scanning, Quality Control Review and Indexing of Documents. All as defined within the proposal. Standard 10"x12"x15" banker box size is quoted. Larger or smaller boxes will be pro-rated. Includes 70" of books.</p>	5 Boxes	\$ 330.00 per box	<b>\$ 1,650.00</b>
<p><b>Secure Shredding Services:</b> Confidential Shredding of documents one month after delivery and with approval by customer. Standard 10"x12"x15" banker box size is quoted. Larger or smaller boxes will be pro-rated.</p>	10 Boxes	\$ 5.00 per box	<b>\$ 50.00</b>
<p><b>Transportation Services:</b> Pick-up or return delivery of boxed documents by SecureScan employees.</p>	2 Visits	\$ 150.00 per visit	<b>\$ 300.00</b>
<b>Estimated Total Price</b>			<b>\$ 5,000.00</b>

**Pricing valid for 90 days from the date of this quotation.** Prices do not include applicable sales tax. Any pages that are located within the boxes that are greater than 11" x 17" in size will be scanned on a single sheet-fed large format scanner and billed at a price of \$ 2.00 per image. All pages will be scanned in bitonal (black & white) mode, not greyscale or color. 100 documents are included in each 10" x 12" x 15" box or equivalent, each document over 100 for each box will be billed at \$0.50 per document to support for extra document indexing services.

Please read the important information below in regard to getting approval for OCA Records Management to shred documents after scanning:

You must have a back-up of the scanned files completed on a regular basis, but Town IT, Village IT or a 3rd party IT company. The Courtroom Program online or USB backup is not acceptable. The party signing section 7 of the Records Management Certification for Electronic Records Form should ensure that files are being maintained in a system that is in compliance with Policy 9. For further information contact the Office of Court Administration, Office of Records Management for information on completing the Records Management Certification for Electronic Records Form and Policy 9. The records will be scanned as 300 dpi PDF files, please add this to section 5a and 5c on the Records Management Certification for Electronic Records Form. Links to the Records Management Certification for Electronic Records Form and Policy 9.

[https://www2.nycourts.gov/sites/default/files/document/files/2022-04/ElecRecCertForm-rev2021DIGITAL\\_0\\_0.pdf](https://www2.nycourts.gov/sites/default/files/document/files/2022-04/ElecRecCertForm-rev2021DIGITAL_0_0.pdf)

<https://www2.nycourts.gov/sites/default/files/document/files/2018-04/Policy9.pdf>

**Moreau Town Court**  
**351 Reynolds Rd.**  
**Moreau, NY 12828**

Hon. Jeffrey B. McCabe  
Town Justice  
8:00am- 4:00pm

Phone (518)793-3188  
Hours:

**03/23/2026**

**Town of Moreau Supervisor Fish**  
**Town Board Members**  
**351 Reynolds Rd.**  
**Moreau, NY 12831**

Dear Supervisor Fish and Town Board Members,

We have acquired a new Magnetometer (Metal detector) for our Courtroom/Boardroom.

We have the older unit that was in place since 2002.(That's a guess).

Both of these units were purchased with JCAP (Justice Court Assistance Plan) Grants. We were going to put the older unit into a surplus for the Town, but we wanted to reach out to other, less fortunate Courts, throughout Saratoga County, to see if they could use one. I'm personally aware of other Courts, that aren't as fortunate as us and was going to donate this unit to another Court with such needs.

The unit we are replacing is a Rapid Scan Metor 2000 and this unit won't be fixable, should there need repairs on it.

Thank you for your time in this matter.

Respectfully given,

A handwritten signature in blue ink, appearing to read "Jeffrey B. McCabe", with a long horizontal flourish extending to the right.

Honorable Jeffrey B. McCabe  
Town of Moreau Town Justice

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## Town of Moreau

1543 Route 9  
Moreau, NY 12828

**Christopher Abrams**  
Highway Superintendent

Phone: (518) 792-5675 Cell: (518) 361-2585  
Email: hwysuper@townofmoreau.org



**Jesse A. Fish, Jr**  
Town Supervisor

**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
**Kyle Noonan**  
**Mark Stewart**  
Councilmembers

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## TOWN BOARD MEMO

**TO:** Board Members  
**FROM:** Chris Abrams  
**SUBJECT:** Request to Purchase-Road Materials  
**DATE:** March 16, 2026

This memo is to request authorization from the Town Board to open purchase orders totaling no more than \$5,000.00 from account DB5110.493. These funds will be used to purchase road materials for the upcoming paving season. Purchases will be made according to Saratoga County Contract #26-PWCSGS-50R. Purchase orders will be issued at the time of purchase.

DB5110.493 was budgeted at \$5,000.00 and currently has a balance of \$5,000.00 as of March 16, 2026.

If you have any questions, please contact me.

Chris Abrams  
Highway Superintendent

---

## Town of Moreau

1543 Route 9  
Moreau, NY 12828

**Christopher Abrams**  
Highway Superintendent

Phone: (518) 792-5675 Cell: (518) 361-2585  
Email: [hwysuper@townofmoreaunyny.gov](mailto:hwysuper@townofmoreaunyny.gov)



**Jesse A. Fish, Jr**  
Town Supervisor

**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
**Mark Stewart**  
**Laura Garrant**  
Councilmembers

---

## Town Board Memo

**TO:** Board Members  
**FROM:** Chris Abrams  
**SUBJECT:** Purchase Request- Blacktop  
**DATE:** March 19, 2026

This memo is to request authorization from the Town Board to open purchase orders totaling no more than \$450,000.00 from account DB5112.493.4. These funds will be used to purchase blacktop for the upcoming paving season. Purchases will be made according to Saratoga County Contract #26-PWAZ-3R. Purchase orders will be issued at the time of purchase.

DB5112.493.4 was budgeted at \$450,000.00 and currently has a balance of \$450,000.00 as of March 19, 2026.

If you have any questions, please contact me.

Chris Abrams  
Highway Superintendent

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## Town of Moreau

1543 Route 9  
Moreau, NY 12828

**Christopher Abrams**  
Highway Superintendent

Phone: (518) 792-5675 Cell: (518) 361-2585  
Email: hwysuper@townofmoreau.org



**Jesse A. Fish, Jr**  
Town Supervisor

**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
**Mark Stewart**  
**Laura Garrant**  
Councilmembers

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## TOWN BOARD MEMO

**To:** Town Board  
**From:** Chris Abrams  
**Subject:** David Smith/Jacques Terrio-CDL License (Class B )  
**Date:** March 17, 2026

This memo is to notify the Town Board that David Smith, who was previously approved for the CDL (Class B) program through WSWHE Boces is unable to complete the course due to health reasons.

WSWHE BOCES will allow the Town to substitute another employee into this slot. I would like to recommend Jacques Terrio to fill the vacancy. The first course, ELDT (Entry Level Driving Training) has already been paid for by the Town (\$650.00) and these funds are valid to use until June 30, 2026. If the Board denies this substitution, Dave is responsible for reimbursing the Town \$650.00.

The second course is the Behind-The-Wheel Road and Range, which includes 15 hours of one-on-one, in-cab instruction, and costs \$2,750.00. Once both courses are completed, Jacques will be eligible to take the DMV road test. The total investment for this training is \$3,400.00.

As per Town policy, Jacques has agreed to sign the required four-year agreement to stay with the Town in exchange for this training opportunity. He has been with the Highway Department for over a year and has been an excellent team player. Having another CDL driver would be a significant benefit to the Highway Department moving forward, as we face at least two upcoming retirements as soon as next year.

Please contact me if you have any questions.

Chris Abrams  
Highway Superintendent

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

**Department:** RECREATION

**Date:** 3/19/2026

**Description of Purchase Request:** ZT3500 Bobcat 48" Z Turn mower

**Vendor's Name and Address:**

Bobcat of Saratoga  
1279 Route 9  
Gansevoort, NY 12831

**Price:** \$7,487.14

**Vendor's Name and Address:**

NYS Contract

**Vendor's Name and Address:**

NYS Contract

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

**Account number purchase will be paid from:** a7140.2

**Balance in account and date:** \$107,483.63

**as of** 02/28/2026

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

**If yes, amount Budgeted for the current year:** \$12,000

**Department Head's Recommendation:** I recommend purchasing the Bobcat ZT3500 as it is in the budget and well under the pricing for NYS contract.

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

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

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

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



Product Quotation  
 Quotation Number: SA1706232  
 Quote Sent Date: Mar 17, 2026  
 Expiration Date: Apr 16, 2026

Your Bobcat Contact  
**Sidney Amerman**  
 Phone:  
 Email: [sidney.amerman@doosan.com](mailto:sidney.amerman@doosan.com)

Your Customer Contact

Deliver to  
**TOWN OF MOREAU 516248 - FORT EDWARD - NY**  
 351 REYNOLDS RD  
 FORT EDWARD, NY, 12828-9261

Bobcat Dealer  
**Bobcat of Saratoga, LLC, Gansevoort, NY**  
 1279 ROUTE 9,  
 GANSEVOORT, NY, 12831  
 Zac Plotts

Bill to  
**TOWN OF MOREAU 516248**  
 351 Reynolds Rd  
 Fort Edward, NY, 12828-9261

Item Name	Item Number	Quantity	Price Each	Total
<b>ZT3500 Zero Turn Riding Mower</b>	M6223	1	7,112.14	7,112.14
<b>Standard Equipment:</b>				
<b>Engine:</b>				
Kawasaki FX651V Gas Engine (48" Deck)				
Kawasaki FX691V Gas Engine (52" Deck)				
Kawasaki FX730V Gas Engine (61" Deck)				
<b>Deck:</b>				
TufDeck Pro™ Cutting System				
Double-Wave™ Baffles				
XL Grass Discharge Chute				
Front bull-nose designed				
Steel Fabricated Spindle Assemblies				
<b>Engine Compartment:</b>				
Rear Engine Guard				
<b>Tires:</b>				
Drive Tires: 23 x 10.5 - 12 OTR				
Caster Tires: 13 x 6.5 - 6 OTR				
<b>Transmission:</b>				
HG ZT-3400 Hydrostatic Transaxles				
<b>Operator Platform:</b>				
Instrumentation: Fuel Gauges, Hour meter and PTO				
Throttle and Choke Cables				
12 V Plug Outlet				
Key Switch				
High Back Full Mechanical Suspension Seat				
Fore/Aft Adjustment				
Seat Belt				
Meets standard ANSI/OPEI B71.4				
<b>Operator Controls:</b>				
Foot Deck Lift Assist				
Height of Cut Pin				
Adjustable Control Levers				
Fore/Aft/Up/Down				
Integrated Parking Brake				
<b>Warranty:</b>				
36 months, or 1000 hours whichever occurs first				
<b>48" Deck Package</b>	M6223-P01-C01	1	0.00	0.00
<i>Included:</i> 48" Side Discharge Mower Deck Kawasaki FX651V Engine, 20.5 HP Engine Bobcat Seat,				
<b>Total for ZT3500 Zero Turn Riding Mower</b>				<b>7,112.14</b>

Quote Subtotal	7,112.14
Dealer PDI	50.00
Destination Charges	325.00
<b>Quote Total - USD</b>	<b>7,487.14</b>

**Comment:**

\*Prices per the New York State Contract – PC70868

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract.

\*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382

<b>Customer Acceptance:</b>	
Quotation Number: SA1706232	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____
<b>Addresses</b>	
Delivery Address _____	
Billing Address (if different from ship to): _____	
Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>	
Exempt in the State of: _____	
Tax Exempt ID: _____	
Federal: _____	
State: _____	
Expiration Date: _____	

---

## Town of Moreau

1543 Route 9  
Moreau, NY 12828

**Christopher Abrams**  
Highway Superintendent

Phone: (518) 792-5675 Cell: (518) 361-2585  
Email: [hwysuper@townofmoreaunyny.gov](mailto:hwysuper@townofmoreaunyny.gov)



**Jesse A. Fish, Jr**  
Town Supervisor

**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
**Mark Stewart**  
**Laura Garrant**  
Councilmembers

---

## Town Board Memo

**TO:** Board Members  
**FROM:** Chris Abrams  
**SUBJECT:** Recreation Department - Tennis Courts  
**DATE:** March 19, 2026

This memo is to update the Board on the demolition of the tennis courts at the Recreation Park. We took all of the fencing down and brought it to the scrap yard. The next step is dealing with the blacktop.

Based on the size of the courts, there is approximately 1,000 tons of blacktop that needs to be removed. I have reached out to 3 companies (Evolution Construction Services, Peckham Road Corp., and The Gorman Group) for pricing to mill the blacktop for us. Milling the blacktop will give the Recreation Department good material for additional parking lot expansion and save on the limited space at the Highway Department for disposal.

So far, I have received a quote from Evolution Construction Services for \$3,156.52. For context, if the Town were to buy road base, it would cost about \$11,750 for 1,000 tons.

Chris Abrams  
Highway Superintendent

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

**Department:** RECREATION DEPARTMENT

**Date:** 3/19/2026

**Description of Purchase Request:** Tennis Courts-Milling

**Vendor's Name and Address:**

Evolution Construction Services  
9 Industrial Dr.  
Mechanicville, NY 12118

**Price:** \$3,156.52

**Vendor's Name and Address:**

The Gorman Group  
100 Church St.  
Port of Albany, NY 12202

**Price:** N/A

**Vendor's Name and Address:**

Peckham Road Corp.  
375 Bay Rd.  
Queensbury, NY 12804

**Price:** N/A

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

**Account number purchase will be paid from:** A7140.4

**Balance in account and date:** \$128,246.68      **as of:** 3/4/2026

**Amount Budgeted for the current year:** \$136,750.00

**Department Head's Recommendation:** I recommend Evolution Construction Services because their price is reasonable and they were the only company that responded. Also, we have had good experiences working with them in the past.

---

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

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

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

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

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

Department: Sewer

Date: 3/19/2026

Description of Purchase Request:

**Farnan Road Pump Station spare pump**

Vendor's Name and Address:

Price: \$ **50430.68**

Emerick Associates, INC

Vendor's Name and Address:

Price: \$ Click or tap here to enter text.

N/A

Vendor's Name and Address:

Price: \$ Click or tap here to enter text.

N/A

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

Account number purchase will be paid from: GH8110.2; GV8110.2

Balance in account and date: \$54650.00 as of 2/28/2026

Was this item/service included in the current year budget?  Yes  No

If yes, amount budgeted for the current year: \$ 48000.00

Department Head's Recommendation: **Emerick Associates, INC**

Board Approval Received:  Yes  No

Date Approval Received: Click or tap to enter a date.

Vendor Authorized: Click or tap here to enter text.

Amount Approved: \$Click or tap here to enter text.



# QUOTE

## Emerick Associates, Inc

Emerick Associates, Inc.  
 1107 Loudon Rd.  
 Cohoes, NY 12047  
 Phone: +15187856692  
 Email: temerick@emerickassociates.com  
 Website: www.emerickassociates.com

Order #	Date
2324	03/18/2026



<b>Bill To:</b>
Town of Moreau Water Department 351 Reynolds Road Moreau, NY 12828

<b>Ship To:</b>
Town of Moreau Water Department 351 Reynolds Road Moreau, NY 12828

Customer: Town of Moreau

Contact: Town of Moreau Water Departmen

### Memos

Date	User	Memo
------	------	------

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
dvezzi	NET 30	Origin	BESTWAY		03/18/2026

<b>Order Details</b>
----------------------

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	3171.095.0713	FLYGT 3171, 35hp 3/60/460. NP275-4 65' FM FLS+FV STD Shipped via Ocean Freight- freight charges not included.	\$50,430.68	1 ea	\$ 50,430.68

<b>Subtotal:</b>	<b>\$50,430.68</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$50,430.68</b>

A 3% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD. PLEASE NOTIFY US BEFORE ISSUING A PO ON HOW YOU PLAN TO PAY.

DATE ACCEPTED \_\_\_\_\_ SIGNATURE \_\_\_\_\_



Got tickets?

Login or Sign Up

# 5th Annual Turning Point Symposium

**2** MAY May 02, 2026  
8:15 AM — Ends May 02, 11:59 PM

**Old Saratoga American Legion**  
6 Clancy St, Schuylerville, NY 12871, USA

About Event

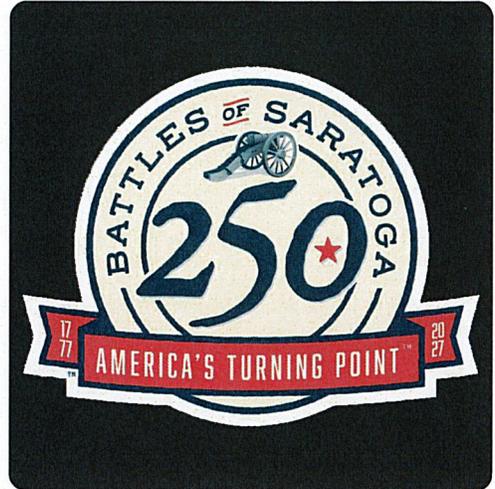
## GET YOUR TICKETS NOW!

### 5th Annual Turning Point Symposium: Women in War & Revolutionary Frontier

*Presented by Saratoga 250 & Made Possible by the Generosity of the Dash Family*

#### Main Event: Saturday Symposium

- **Date:** Saturday, May 2, 2026
- **Time:** Registration 8:15am. begins 8:45 AM. concludes 3:30 PM



#### Available Tickets

**General Registration, Saturday 5/2/26** \$75.00

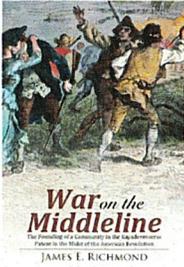
Sales end on May 02, 2026

38 Tickets Left

## Exclusive Add-On: Sunday Bus Tour

### "War on the Middleline: The 1780 Raid on Ballston"

Led by Author & Historian James Richmond



Extend your experience with an immersive Sunday field exploration that traces the actual route of the 1780 Ballston Raid. We invite you to join our popular guided tour through the historic Kayaderosseras Patent, where we will walk the ground where local history and the Revolution collided.

By placing history directly on the landscape, this tour offers deeper insight into the region's revolutionary past and the specific communities affected by the war.

- **Date:** Sunday, May 3, 2026
- **Time:** 10:00 AM – 2:00 PM
- **Included:** Deli Box Lunch
- **Departure:** Saratoga County Municipal Complex, Building 5 GPS Address: 40 McMaster Street, Ballston Spa, NY 12020.

**⚠ IMPORTANT REGISTRATION NOTE:** > Registration for the Saturday Symposium does NOT include the Sunday Bus Tour. Because tour capacity is strictly limited, *a separate ticket should be purchased for it.* *This unique author guided tour will be promoted as a stand alone event*

#### Available Tickets

General Registration, \$75.00

Saturday 5/2/26

Sales end on May 02, 2026

38 Tickets Left

− 0 +

Checkout

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

**Department:** Town Clerk / Records Management

**Date:** 3/19/2026

**Description of Purchase Request:**

**Laserfiche Cloud**

Upgraded Laserfiche software, data migration, and staff training.

**Vendor's Name and Address:**

**Price:** \$ 13,940.00

ICC Community Development Solutions

(formerly General Code CMS LLC)

781 Elmgrove Rd, Rochester, NY 14624

**Vendor's Name and Address:**

**Price:** \$ Click or tap here to enter text.

*Professional services*

**Vendor's Name and Address:**

*Professional services*

**Price:** \$

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

**Account number purchase will be paid from:** A6989.4

**Balance in account and date:** \$29,695.00 as of 3/4/2026

**Was this item/service included in the current year budget?**  Yes  No

**If yes, amount budgeted for the current year:** \$ \$3,400\*

**Department Head's Recommendation:** Current Laserfiche (10.4) software is obsolete. Upgrading to the cloud will allow greater storage capacity, and ensure the files stay secure, even in the event of fire or flood. Once upgraded, Laserfiche will integrate with our new CivicPlus website, where we can give access to selected files for public review.

\*The amount budgeted was a guess. A quote of \$13,940 arrived near the end of October. Offsetting the difference, the amount budgeted for General Code/eCode360 recodification was rounded up by a few thousand dollars. Recodification is billed incrementally and may not begin in 2026, freeing up funds for this upgrade.

**Board Approval Received:**  Yes  No

**Date Approval Received:** Click or tap to enter a date.

**Vendor Authorized:** Click or tap here to enter text.

**Amount Approved:** \$Click or tap here to enter text.

# Town of Moreau

## Saratoga County

### Enterprise Content Management System - Cloud

March 19, 2026  
Valid for 30 days



Bruce Cadman  
Director of Sales  
518-441-6496  
[BCadman@icc-cds.com](mailto:BCadman@icc-cds.com)



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APPENDIX B – LASERFICHE CLOUD MIGRATION CONSIDERATIONS ..... 10

## LASERFICHE CLOUD LICENSE OVERVIEW

The Laserfiche Cloud license introduces a straightforward software license that includes a wide variety of features to benefit all departments of the municipality. All of this is hosted on Amazon Web Services, so limited internal IT resources are required.

While many features and functionality are available, listed below, we start with the described base package and provide training and resources to get you started. As you become more familiar, we can add automation, integrations with 3<sup>rd</sup> party applications and more.

### Laserfiche Cloud Professional Features:

Cloud Features	Professional	Cloud Add-Ons	Professional
		SDK	+
100 GB storage per user	✓	QuickAgent Fields Complete with Agent	10(+)
Document Management	✓	Workflow Bots for Process Automation	1(+)
Audit Trail	Starter (+)	Public Portal	+
Direct Share	✓	Forms Portal	+
Data Encrypted at Rest	✓	Document Summarization	5,000 per year (+)
Autoscaling of Computing & Storage Resources	✓	Smart Fields	1,000 per year (+)
Intrusion Detection	✓	Smart Chat	5,000 per year (+)
Automated Feature/Security Updates	✓	Participant Users	+
Automated Text Extraction	✓	Community Users	+
Import Agent with Email Archiving	✓	Smart Invoice Capture	+
Process Automation	✓	Vault	+
Connector	✓	Additional Storage	+
Surveys	✓	ScanConnect	+
Records Management	+		
Cloud Integrations	Professional		
Microsoft 365 Integration	✓		
Integration with SharePoint	✓		
Integration w/ Microsoft Dynamics 365 CRM	✓		
Integration with DocuSign	+		
Integration with Salesforce CRM	+		

-Not Available + Optional Add-On ✓Included

\*As a cloud-based system, updates and new features are automatically pushed out, limited/no IT involvement.

### Updates

On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as “updates.” Licensee will receive all updates as released.

## Access to Online Support Resources

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all of the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

### Pricing/Services:

Product	Description	Qty	Model#	Unit Price	Total Price
Laserfiche Cloud Users	Professional Users	5	CLENF2	\$870.00	\$4,350.00
Storage	100 GB per Full user included (Overages will be \$30 per 10 GB annually) Storage is pooled	-		-	-
SAP	ICC-CD Support	5		\$120.00	\$600.00
Laserfiche Participant Users	Read-Only Users	10	CFPAR	\$125.00	\$1,250.00
Laserfiche Public Portal	1000 Views per month	1	CLPPAL	\$630.00	\$630.00
Laserfiche Forms Portal	1000 Submission per month	1	CLFPAL	\$1,890.00	\$1,890.00
Configuration and Training	Remote	2		\$1,560.00	\$3,120.00
Laserfiche Data Migration	Legacy Laserfiche Data Migration to Cloud	1		\$1,600.00	\$1,600.00
Project Coordination	Remote	1		\$500.00	\$500.00
<b>Total</b>					<b>\$13,940.00</b>

*Anticipated annual SAAS fees after the included 1<sup>st</sup> year for the above configuration would be \$8,720.00*

*Note: This estimate is subject to change based upon the then-current support prices for that year. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.*

*Laserfiche legacy system data migration to Laserfiche Cloud includes the following at a minimum: Project Kickoff Meeting; Server Pre-Check; Confirm no Laserfiche Forms/Workflows need to be reconfigured or redone; Document Current User/Group lists and permissions need to be mapped and uploaded to new Laserfiche Cloud repository; Submit documentation and log files to Laserfiche for build out of Laserfiche Cloud repository; Coordinate/Schedule Training; Build/Activate Cloud Demo Site; Run On-Prem to Cloud Migration; Post-Migration check and customer follow-up; Base project management. Note that this does not include machine time.*

*If upgrading from Laserfiche Self-Hosted to Laserfiche Cloud, please check the size of your current on-premises repository in order to make sure that you have enough storage capacity when moving to Laserfiche Cloud. Each Laserfiche Cloud user account is allocated 100 GB of pooled storage space. For a base 5 user Laserfiche Cloud system there would be 500 GB of storage space available. To check the size of your repository, log onto your current Laserfiche repository as an Administrator and locate the name of your repository (in the left-hand pane of the Laserfiche folder browser). Right click repository name and select properties. From the Folder Properties window click the Folder tab. The Image Count should display size in GB. Keep in mind that additional storage can always be*

*purchased. Please contact the Laserfiche Help Desk if you have any questions about your current repository size at: [LFSupport@icc-cds.com](mailto:LFSupport@icc-cds.com)*

**Adjustments to Performance Schedule; Delays:**

**Adjustments to Schedule:** Upon the mutual consent of the Municipality and ICC Community Development, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

**Delays:** Client must notify ICC Community Development, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables within each step of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any step will result in a project restart and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure.

**AUTHORIZATION & AGREEMENT**

The **Town of Moreau, Saratoga County, New York** hereby agrees to the procedures outlined above, to ICC Community Development Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <https://icc-cds.com/terms-conditions>, and are incorporated herein by reference, and authorizes ICC-CDS to proceed with the project.

**Electronic Document Management Project** **\$13,940.00**

*Estimated Annual support fee second year forward (SAAS): \$8,720.00*

**Note:** Prices subject to change. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.

*If/when the client wishes to implement the additional modules included with their licenses, there may be additional development, configuration and training time required. These additional service fees would not apply until you are ready and agree to implement additional components.*

**SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

\$8,720.00 - of the project price shall be invoiced upon customer site activation  
\$3,620.00 - of the Configuration, Training & Coordination services shall be invoiced as they are completed  
\$1,600.00 - of the Data Migration services shall be invoiced as they are completed

***(Client please fill out)*** Invoice for this Project to be sent to:

**Department:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**TOWN OF MOREAU, SARATOGA COUNTY, NEW YORK**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

**ICC-CDS, LLC**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

**To authorize the project:**

1. Sign the Proposal and return to your Solutions Account Executive
2. Fax or email the Authorization & Agreement Section only to: [ICCCDS@icc-cds.com](mailto:ICCCDS@icc-cds.com) • fax (585) 328-8189
3. Mail the signed Proposal to ICC-CDS at: 3490 Winton Place, Rochester, NY 14623

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## APPENDIX A – INSTALLATION, TRAINING AND SUPPORT

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### Pre-Installation Teleconference and Technical Review

If applicable, prior to the installation and training, one of ICC-CD's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda.

### Customized Training

If applicable ICC-CD provides practical training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the sessions, as appropriate.

### **TECHNICAL SUPPORT-SAP**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at [lfsupport@icc-cds.com](mailto:lfsupport@icc-cds.com). With Basic SAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. ICC-CD's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

## **GSAP – GENERAL SOLUTION ASSURANCE PROGRAM (IF APPLICABLE)**

In addition to Laserfiche implementation and support services, ICC-CD offers GSAP-level support (General Solution Assurance Program) tailored to business process automation using Laserfiche Workflows and Forms developed by ICC-CD.

GSAP provides assistance beyond the scope of the Laserfiche Software Assurance Program (LSAP), which is limited to:

- Break-fix support
- New software version releases (if applicable)

In contrast, GSAP support includes:

- Modifications to custom Laserfiche Workflows & Laserfiche Forms **developed by ICC-CD**
- Support for non-break-fix issues in relation to a specific project
- Ongoing support for projects where custom automation is deployed

This can include:

- Updates to workflow steps or participants
- Edits to Laserfiche Form fields
- Changes in Laserfiche Form data collection
- Adjustments due to software upgrades
- Changes required due to state mandates or internal policy updates

Note: GSAP does not cover additions outside the original scope or new automation features.

## **SOFTWARE PATCHES AND UPGRADES:**

In addition to receiving technical support, customers with a current LSAP/SAAS contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer automatically.

### Services covered under Support/SAP:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM EST
- User group meetings
- Access to Laserfiche's knowledgebase
- Regular newsletters - Laserfiche
- Access to webinars

### Services not covered under Support:

- Training - New user or refresher training - either on-site or remote
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software

- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

- To have Internet access on the Laserfiche workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide ICC-CD's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

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## APPENDIX B – LASERFICHE CLOUD MIGRATION CONSIDERATIONS

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*Note: This is for a client upgrading from a Laserfiche on-premises system to a Laserfiche Cloud system*

### Laserfiche Cloud Migration Considerations - Migrating Data From A Self-Hosted Laserfiche Repository Into Laserfiche Cloud

Disclaimer: In the event that installation of the migration utility on the customer's server is not feasible, the customer hereby authorizes us to securely transfer and migrate their data to our server, and the customer agrees to promptly provide us with the necessary data for successful migration.

The Repository Export Client is a batch upload tool that processes and uploads data from a self-hosted Laserfiche repository to a Laserfiche Cloud repository as part of a multi-phase process. Please review the below requirements for information on the Repository Export Client.

#### System requirements for the Repository Export Client:

Windows Server 2016 and later, Windows 10 and later, 64-bit Windows operating system

Microsoft .NET Framework 4.8 or later

Microsoft Visual C++ Redistributable for Visual Studio 2019 (x64)

Laserfiche Server 8.2 or later

1 Laserfiche repository

2 GB of RAM.

*Note: The Repository Export Client must be run on the machine hosting Laserfiche Server.*

#### Supported source database engines:

Microsoft SQL Server 2016

Microsoft SQL Server 2017

Microsoft SQL Server 2019

Microsoft SQL Server 2022

Microsoft SQL Server 2025

*Note: The Repository Export Client does not support repositories hosted in Oracle Database.*

**TOWN OF MOREAU  
RESOLUTION ESTABLISHING FLAG FLYING POLICY  
ON PROPERTY OWNED OR CONTROLLED BY THE TOWN**

**WHEREAS**, the Moreau Town Board has considered the adoption of a policy relating to the flying of flags on flagpoles located on property owned or controlled by the Town, including Town Hall, Highway Garage and Harry J. Betar Recreation Park; and

**WHEREAS**, flagpoles on property owned or controlled by the Town are used exclusively for government speech and have not been made available as a public forum or otherwise as a means for private expression; and

**WHEREAS**, the purpose of flags on flagpoles located on property owned or controlled by the Town is solely to acknowledge that the Town is a municipal corporation located in the State of New York and United States of America, and to remember public service members who have been prisoners of war or missing in action; and

**WHEREAS**, the Moreau Town Board recognizes that some private persons and organizations may wish to fly their private flags on publicly-owned flagpoles as a means of private expression; and

**WHEREAS**, the Town Board further recognizes that if flagpoles located on property owned or controlled by the Town are allowed to be used for private expression, the Town would be limited by the First Amendment of the United States Constitution from choosing which private flags to allow to be flown; and

**WHEREAS**, the flying of private flags on Town property has the potential to embroil the Town in matters that do not serve the best interests of the Town of Moreau.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. Only the following flags are authorized to be flown on flagpoles located on property owned or controlled by the Town of Moreau:
  - a. The official flag of the United States of America,
  - b. The official flag of the State of New York,
  - c. The official flag of the Town of Moreau, and the
  - d. The official POW-MIA flag.
2. No other flags are allowed to be flown on flagpoles or similar structures on property owned or controlled by the Town of Moreau. Flagpoles on property owned or controlled by the Town are not public forums and shall not be used for private expression.
3. Town staff shall lower the flags on property owned or controlled by the Town to half-staff according to official New York Gubernatorial and United States Presidential half-staff proclamations.
4. The Supervisor shall be responsible for implementing this policy on property owned or controlled by the Town of Moreau.
5. This Resolution shall take effect immediately.