

**TOWN OF MOREAU  
Regular Town Board Meeting  
December 12, 2023**

**AGENDA**

**6:30 p.m. - Public Hearing - Sewer Consolidation**  
**7:00 p.m. - Regular Town Board Meeting**

1. Roll Call / Pledge of Allegiance
2. Highway Department
3. Transfer Station
4. Recreation Department
5. Assessor's Office
6. Electronic Office Products
7. Water & Sewer Department
8. Supervisor Items
9. Executive Session
10. Other Business
11. Privilege of the Floor
12. Motion to Adjourn

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

**Department:** HIGHWAY DEPARTMENT

**Date:** 12/7/2023

**Description of Purchase Request:** Goodyear Tire & Rubber Company PC68490

**Vendor's Name and Address:**

Adirondack Tire  
1025 Rte 9  
Queensbury, NY 12804

**Price: \$10,530.56**

255/70R22.5 SAILUN (4) @ \$325.00=\$1,300.00  
11R22.5 GOODYEAR MARATHON RSD (2) @\$417.17=\$834.34  
11R22.5 GOODYEAR MARATHON RSA (1) @\$396.82=\$396.82  
12R22.5 GOODYEAR G622 (4) @\$609.87=\$2,439.48  
295/75R22.5 GOODYEAR MARATHON RSD (4) @\$408.83=\$1,635.32  
11R24.5 GOODYEAR MARATHON RSD (3) @\$442.20=\$1,326.60  
12.4R24 BKT AGRIMAX RT855 (1) @\$575.00=\$575.00  
14.00-24 GALAXY MPC (1) @\$625.00=\$625.00  
GT RADIAL (2) @\$699.00=\$1,398.00

**Vendor's Name and Address:**

**Price: \$**

**Vendor's Name and Address:**

**Price: \$**

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

**Account number purchase will be paid from:** DB5130.492

**Balance in account and date:** \$22,379.37 as of 12/1/2023

**Amount Budgeted for the current year:** \$42,000.00

**Department Head's Recommendation:** Saratoga County Contract PC68490 Goodyear Tire & Rubber Company/  
Adirondack Tire

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

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

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

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

P.O.# \_\_\_\_\_

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

**Department:** HIGHWAY DEPARTMENT

**Date:** 12/7/2023

**Description of Purchase Request:** OPEN PURCHASE ORDER- Blacktop/Nova Chip \$12,489.22

**Vendor's Name and Address:**

Saratoga County Contract  
23-PWAC-3R

**Price:** \$ 12,489.22

**Vendor's Name and Address:**

**Price:** \$

**Vendor's Name and Address:**

**Price:** \$

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

**Account number purchase will be paid from:** DB5112.493.4

**Balance in account and date:** \$13,651.12 as of 12/1/2023

**Amount Budgeted for the current year:** \$385,275.00

**Department Head's Recommendation:** Saratoga County Contract # 23-PWAC-3R

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

**P.O. #** \_\_\_\_\_

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

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

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

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

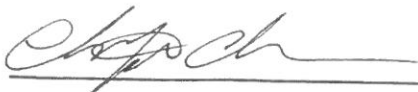
**TOWN BOARD MEMO**

**TO:** Board Members  
**FROM:** Chris Abrams  
**SUBJECT:** Fuel Island  
**DATE:** December 11, 2023

As we successfully continue to move forward with the Global fleet cards for fuel, we have begun the process of dismantling the Town of Moreau Highway Department's fuel island. We have been using the fuel cards for approximately 2 months and have not had any issues. With that being said, we would like to advertise the fuel island for auction on the website "Auctions International."

We have used this site numerous times in previous years with positive results.

If you have any questions with regard to putting the fuel island up for auction on "Auctions International," please contact me at my office.



Chris Abrams  
Highway Superintendent

RECEIVED BY

DEC 11 2023

TOWN OF MOREAU  
SUPERVISOR'S OFFICE

WASTE DISPOSAL HAULING BIDS  
 BID OPENING DECEMBER 8, 2023 1:00 PM

			<b>BIDDER 1</b>	<b>BIDDER 2</b>
			Waste Management 100 Ransier Dr W Seneca NY 14224	Casella 1392 Rte 9 Fort Edward NY 12828
<b>Proposal A</b>				
Bid Item 1	12 mos.	(1) 42 cy container		
Trans.	1(a)		\$220.00 per pull	\$210.00 per pull
Disposal	1(b)		\$77.00 per ton	\$94.00 per ton
Sat. Haul			N/A	\$275.00 per pull
<b>Alt. Bid</b>				
Bid Item 1	24 mos.	(1) 42 cy container		
Trans.	1(a)		\$242.00 per pull	\$218.40 per pull
Disposal	1(b)		\$85.00 per ton	\$97.76 per ton
Sat. Haul			N/A	\$286.00 per pull
Bid Item 2	12 mos.	(1) 20 cy open top container for overflow		
Trans.	2(a)		\$220.00 per pull	\$210.00 per pull
Disposal	2(b)		\$77.00 per ton	\$94.00 per ton
Sat. Haul			N/A	\$275.00 per pull
<b>Alt. Bid</b>				
Bid Item 2	24 mos.	1 (20) cy open top container for overflow		
Trans.	2(a)		\$242.00 per pull	\$218.40 per pull
Disposal	2(b)		\$85.00 per ton	\$97.76 per ton
Sat. Haul			N/A	\$286.00 per pull
Bid Item 3	12 mos.	1 (20) cy open top container for back-up		
Trans.	3(a)		\$220.00 per pull	\$210.00 per pull
Disposal	3(b)		\$77.00 per ton	\$94.00 per ton
Sat. Haul			N/A	\$275.00 per pull
<b>Alt. Bid</b>				
Bid Item 3	24 mos.	1 (20)cy open top container for back-up		
Trans.	3(a)		\$242.00 per pull	\$218.40 per pull
Disposal	3(b)		\$85.00 per ton	\$97.76 per ton
Sat. Haul			N/A	\$286.00 per pull

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

**Department:** RECREATION

**Date:** 11/9/2023

**Description of Purchase Request:** Truck repair

**Vendor's Name and Address:**

Wreckamended Auto Body  
79 William Street  
SGF, NY 12803

**Price:** \$ \$4,172.08

Aftermarket parts

**Vendor's Name and Address:**

Custom Automotive & Restoration  
488 Fortsville Road  
Gansevoort, NY 12831

**Price:** \$ 4,067.62

OEM

**Vendor's Name and Address:**

Jim Betit Auto Body Collision repair  
57 Saratoga Road  
SGF, NY 12803

**Price:** \$ 8,146.19

OEM Parts

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

Account number purchase will be paid from: .

Balance in account and date:

as of ,.

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

YES

NO

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

**Department Head's Recommendation:** Custom Automotive & Restoration- They are a local company and came back with a reasonable price. \_\_\_\_\_

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

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

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

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

# Wreckamended Auto Body

Wreckamended Auto Body

79 William Street  
 South Glens Falls, NY 12803  
 Business Phone: (518) 307-6083  
 mikegarand1@gmail.com

*After market*

## Estimate

Est # 1222  
 ID # 13644818

<b>Vehicle Info</b>	<b>Insurance Company</b>	<b>Shop Info</b>
2019 Ford -F-250 Super Duty Lariat 1FT7X2B68KEE89681 Body Type: 4 Door Extended Cab 164 Engine: 6.2L 8 Cyl Gas Injected Drive Type: 4WD	Inspection Date: 09/01/2023	Tax ID: 75-3034205 Registration #: 7019666

	Oper	Description	Part Number	Price	Labor
<b>REAR DOOR</b>					
1	Repair	L REAR DOOR SHELL			5 hrs. Body 2.1 hrs. Paint panel 0.8 hrs. Refinish
		0.8 hrs. Clearcoat			
<b>PICKUP BED</b>					
2	Replace	R PICKUP BED SIDE PANEL	HC3Z 9827840 A	\$1,009.98	14 hrs. Body 3.4 hrs. Paint panel 1.4 hrs. Refinish
		1.4 hrs. Clearcoat			
<b>REAR LAMPS</b>					
3	Replace	R REAR COMBINATION LAMP ASSEMBLY	HC3Z 13404 F	\$228.69	0.2 hrs. Body
<b>REAR BUMPER</b>					
4	Replace	REAR BUMPER FACE BAR	HC3Z 17906 GPTM	\$587.36	
5	Replace	REAR BUMPER PAD	HC3Z 17B807 AH	\$112.35	Included
6	Overhaul	O/H BUMPER ASSY (REAR BUMPER ASSY)			3.2 hrs. Body

## Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	22.4	\$65.00	\$1,456.00	✓
Paint Labor	7.7	\$65.00	\$500.50	✓
Paint Supplies	7.7	\$36.00	\$277.20	✓
OEM Parts			\$1,938.38	✓
Taxable Amount			\$4,172.08	
Tax	7%		\$292.05	
Grand Total			\$4,464.13	

Date: 9/1/2023 11:05 AM  
 Estimate ID: 4643  
 Estimate Version: 0  
 Preliminary  
 Profile ID: \* Mitchell  
 Quote ID: 128869392

# JIM BETIT AUTO BODY COLLISION REPAIR

57 SARATOGA AVE, SOUTH GLENS FALLS, NY 12803  
 (518) 798-9006  
 Fax: (518) 798-3901  
 Email: jbab12803@hotmail.com

LICENSE NUMBER: 7091606

OEM

Damage Assessed By: JIM BETIT  
 Classification: None

Deductible: UNKNOWN

Owner: Town of Moreau  
 Address: 251 Reynolds Rd, Fort Edward, NY 12828  
 Telephone: Home Phone: (518) 791-3671

Mitchell Service: 911950

Description: 2019 Ford Super Duty F-250 XL  
 Body Style: 4D PkupXCb 8' Bed 164" WB  
 VIN: 1FT7X2B68KEE89681  
 Drive Train: 6.2L Inj 8 Cyl 4WD

OEM/ALT: A Search Code: B824799  
 Options: PASSENGER AIRBAG, POWER STEERING, AIR CONDITION, TILT STEERING COLUMN  
 AM/FM STEREO, DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION  
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, REARVIEW CAMERA  
 TIRE INFLATION/PRESSURE MONITOR, TOW HITCH RECEIVER, TRIP COMPUTER  
 FIRST ROW SPLIT BENCH SEAT, VINYL SEAT, 4 WHEEL DRIVE, SIDE AIRBAGS  
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION  
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
 ELECTRONIC STABILITY CONTROL, REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Rear Door</u>							
1	102706	BDY	REPAIR	L Rear Door Shell	Existing		6.5*
2		REF	REFINISH	L Rear Door Outside			C 2.1
3	100923	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding			0.2 #
4		BDY	REMOVE/INSTALL	L Rear Door Front Sash Moulding			0.2
<u>Pickup Bed</u>							
5	101805	BDY	REMOVE/INSTALL	Bed Assembly			INC #
6	101806	BDY	REMOVE/INSTALL	Bed Liner			0.5
7	100138	BDY	REMOVE/REPLACE	R Pickup Bed Side Panel	HC3Z 9827840 B	980.63	14.4 #
8		REF	REFINISH	R Bed Side Panel Outside			C 3.2
9	100234	BDY	REMOVE/REPLACE	R Otr Pickup Bed Wheelhouse Panel	HC3Z 9927894 A	92.45	2.3 #
10		REF	REFINISH	R Inr Bed Wheelhouse			C 1.8
11	100671	BDY	REMOVE/REPLACE	R Pickup Bed Rail Moulding	HC3Z 99291A40 AA	287.90	INC #
12	100675	BDY	REMOVE/REPLACE	R Pickup Bed Stone Deflector	FL3Z 99292A22 BA	5.78	
13	100677	BDY	REMOVE/REPLACE	R Pickup Bed Stone Deflector	HC3Z 99292A22 AB	23.67	INC #
14	100704	BDY	REMOVE/REPLACE	R Pickup Bed Decal	FL3Z 9925622 BA	60.77	0.2
<u>Tailgate</u>							
15	102155	BDY	REMOVE/INSTALL	Tailgate Liner			0.2

ESTIMATE RECALL NUMBER: 09/01/2023 10:39:44 4643

Mitchell Data Version: OEM: JUL\_23\_V

Software Version: MAPP:JUL\_23\_V Copyright (C) 1994 - 2023 Mitchell International  
 7.1.243 All Rights Reserved





Date: 9/ 1/2023 11:05 AM  
 Estimate ID: 4643  
 Estimate Version: 0  
 Preliminary  
 Profile ID: \* Mitchell  
 Quote ID: 128869392

III. Additional Costs			IV. Adjustments
Taxable Costs	320.00		Customer Responsibility
Total Additional Costs	320.00		0.00

Paint Material Method: Rates  
 Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 0.00

I.	Total Labor:	3,272.20
II.	Total Replacement Parts:	4,553.99
III.	Total Additional Costs:	320.00
	Gross Total:	8,146.19
IV.	Total Adjustments:	0.00
	Net Total:	8,146.19

**This is a preliminary estimate.**  
**Additional changes to the estimate may be required for the actual repair.**

Your signature below confirms that I agree to have the work described above performed by Jim Betit Autobody and authorizes Jim Betit Autobody to order parts and materials.

Should Charges occur that prevent me from having the work done by Jim Betit Autobody for any reason, I understand I am liable for the cost of the parts and materials that have been ordered for this work.

Date work scheduled to be performed: \_\_\_ / \_\_\_ / \_\_\_

Customer Signature: X \_\_\_\_\_ Date Signed: \_\_\_/\_\_\_/\_\_\_  
 Work completed and accepted by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



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

**Department:** RECREATION

**Date:** 12/7/2023

**Description of Purchase Request:** AED

**Vendor's Name and Address:**

CardiacLife  
Po Box 25755  
Rochester, NY 14625

**Price:** \$ \$ 1541.89 with delivery  
AED + cabinet + Child pads  
Model: Defibtech lifeline auto

**Vendor's Name and Address:**

AED Brands  
55 Chastain Rd NW  
Kennesaw, GA 30144

**Price:** \$ **1480.00**    **AED**  
165.00    Case  
117.98    Pads=\$1,762.89

**Vendor's Name and Address:**

Heartsmart.com

**Price:** \$ 1480.00    AED  
\$139.00    case  
\$ 117.98    pads=\$1736.98

[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:** 38,050.92

**as of** 11/30/2023

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

**If yes, amount Budgeted for the current year:** 0.00

**Department Head's Recommendation:** \_ CardiacLife-They have been used in the past for replacement parts and the most cost effective option. \_\_\_\_\_

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

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

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

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

Free shipping on all online orders over \$99



Search by Part Number, Product or Brand



Home (/) > Shopping Cart

### Shopping Cart

Congrats! You have unlocked FREE SHIPPING!

\*Heartsmart offers free shipping on any online order \$99 and over within the contiguous United States.

Cart Subtotal (3 items): \$1,736.89

Proceed to Checkout (checkout.asp?step=1)

ITEMS PRICE QTY Total



(https://www.heartsmart.com/product.asp?itemid=28) Heartsmart AED Wall Cabinet (https://www.heartsmart.com/product.asp?itemid=28) Delete

Cabinet Size:: For Small AED

Alarm Options:: No Alarm

\$139.00 1 Update \$139.00



(https://www.heartsmart.com/product.asp?itemid=53) Defibtech Lifeline Pediatric AED Pads (https://www.heartsmart.com/product.asp?itemid=53) Delete

\$117.89 1 Update \$117.89



(https://www.heartsmart.com/product.asp?itemid=264) Defibtech Lifeline and Lifeline AUTO AED

SEMI or Fully Automatic:: Fully-Automatic AED with Standard Battery (+\$110.00) (https://www.heartsmart.com/product.asp?itemid=264) Delete

\$1,480.00 1 Update \$1,480.00

Subtotal (3 items): \$1,736.89

### Order Summary

Subtotal	\$1,736.89
*Tax Exempt forms can be found in checkout	
Total	\$1,736.89

Proceed to Checkout (checkout.asp?step=1)



3 Items (HTTPS://W)

### Apply Coupon

If you have a promotion code enter it here.

Apply

### Calculate Shipping

Enter zip code to calculate shipping.

Chat with us



Type your message here

PO Box 25755  
 Rochester, NY 14625  
 Phone: 585-267-7775  
 Fax: 585-267-5218



**Bill To:**  
 Town of Moreau  
 Jeremy Brogan  
 351 Reynolds Road  
 Moreau, NY 12828  
 Phone: 518-538-0136

**Ship To:**  
 Town of Moreau  
 Jeremy Brogan  
 351 Reynolds Road  
 Moreau, NY 12828  
 Phone: 518-538-0136

**Quote # 197336**  
 VALID FOR 30 DAYS

Prepared By	Sales Rep	Date	Total
JCa	H	12/07/2023	\$1,541.89

SKU	Product	Quantity	Price
A-DCF-A120-EN	Defibtech Lifeline Auto AED Package	1	\$1,220.00
Lifeline AUTO AED Standard Package: DCF-A120-EN (DDU-120A-EN, DBP-1400, DDP-100, 9V, user manual, quick-use card). Carrying case included. 5-year battery. ADD ON: RESCUE KIT CPR-RR-KIT-AMP1023. ADD ON: D-DDC-6 Memory Card. ADD ON: Data Card Reader USB (56-In-1 External) D-AMP2033. ADD on for CABINETS: Defibtech Lifeline STAND UP Bracket for AED Cabinets (C-DAC-G2201GG).			
C-C1463F12LA-712-Signs	ACTIVAR Universal Cab w/ Signs	1	\$179.00
AED Signs and Cabinet - Activar Universal Surface Mount w/Laser Alarm. Made of 20 gauge rolled steel with smooth white coat paint finish. On/Off switch on alarm. 15'W x 15' H x 7' D. Also includes Cling sign, 3D Sign and Inspection Tag.			
E-DDP-200P	Defibtech Lifeline Pediatric Electrodes	1	\$107.89
Defibtech Lifeline Pediatric Electrodes			

Payment Method	Amount	Details	Date
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Subtotal:	\$1,506.89
Tax:	\$0.00
Processing and Handling:	\$35.00
Processing and Handling Tax:	\$0.00
<b>Order Total:</b>	<b>\$1,541.89</b>
Paid:	\$0.00
Balance:	\$1,541.89

There is a 2% Service Charge for Credit Card transactions



# Checkout



Product	Subtotal
 Defibtech Lifeline AED DCF-100 - Standard 5-Year Battery, Fully Auto (No Shock Button) - (+ 1)	\$1,480.00
Standard AED Wall Cabinet for Storage - Surface Mount (Most Popular) (+ 1)	\$165.00
 Defibtech Lifeline Pediatric AED Pads DDP-200P (+ 1)	\$117.89
Subtotal	\$1,762.89
Shipping	Free shipping
Tax	\$0.00
Total	\$1,762.89

# AED BRANDS

### 5% Off Anti-Choking Device



LifeVac Adult and Child Choking First Aid Device

### Payment method

Credit/Debit Card    

Pay with credit or debit card

Card Number \*

.....

Expiry (MM/YY) \*

MM / YY

Card Code

CVC

Save to account \*

Your personal data will be used to process your order, support your experience throughout this website, and for other purposes described in our [privacy policy](#)

I have read and agree to the website [terms and conditions](#) \*



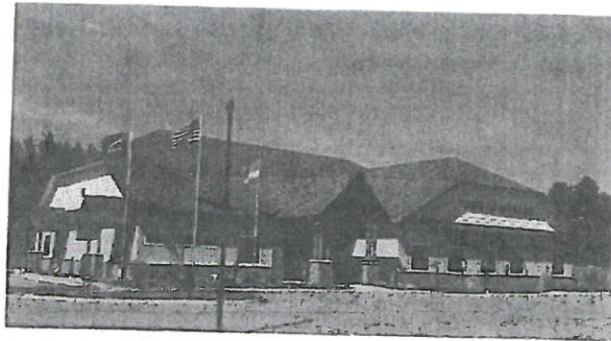
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## Town of Moreau

351 Reynolds Road  
Moreau, NY 12828-9261

**Leah M. Cronin**  
Sole Assessor

SARATOGA COUNTY, STATE OF NEW YORK  
Phone: (518) 792-1030 x4  
E-mail: [assessor@townofmoreau.org](mailto:assessor@townofmoreau.org)



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

**Kyle Noonan**  
Deputy Supervisor

**John Donohue**  
Councilmember

**Mark Stewart**  
Councilmember

**Alan VanTassel**  
Councilmember

December 7, 2023

Re: Accept Letter of Resignation – Richard Noonan

To: Supervisor Kusnierz and Town Board Members

It is with a heavy heart I ask you to accept the attached resignation of Richard Noonan from his position on the Board of Assessment Review Board.

Richard was a knowledgeable, dedicated, and valuable member for the Board of Assessment Review serving since 2018, always ensuring the Town of Moreau residents were treated fairly and with respect. He will be missed.

On behalf of myself and the entire Board of Assessment Review, we would like to thank him for his many years of dedicated service to the Town and wish him the best of luck!

Sincerely,

*Leah M. Cronin, IAO*

Leah M Cronin, IAO  
Assessor

RECEIVED BY

DEC 07 2023

TOWN OF MOREAU  
SUPERVISOR'S OFFICE



Richard F. Noonan  
14 Jerome Ln.  
South Glens Falls, NY 12803

November 20, 2023

Leah M. Cronin  
Sole Assessor  
Town of Moreau  
351 Reynolds Road  
Fort Edward, NY 12828

Letter Of Resignation

Dear Leah,

It is bittersweet that I tend my resignation from the Town of Moreau Board Of Assessment Review, (BAR) effective immediately.

You are a tremendous asset to the Town Of Moreau in your position as the Sole Assessor. The people of Moreau don't know how lucky they are to have you.

I wish you continued success in your position. I thought that by announcing my resignation now, it will give you time to find a replacement in preparation for the next tax assessment season.

In my resignation package, I have included all the yearly grievance reviews from 2018 going forward. You will find the reviews for 2023 missing from this package. If you recall, I could not attend the final meeting of our group and chose to come in the day before, review and comment of the grievances and leave those comments with you to share with the other BAR members.

Wishing you the best,



Richard Noonan

# Electronic Office Products Inc.

3258 South Broadway \* Saratoga Springs, NY 12866

(518) 587-8600 / Fax 587-4556

www.eopcopiers.com

## Maintenance Agreement

Customer Name: Town of Moreau - Supervisor

Installation Address: 351 Reynolds Road Moreau NY 12828  
(Street) (City) (State) (Zip)

Billing Address: 351 Reynolds Road Moreau NY 12828  
(Street) (City) (State) (Zip)

### Terms and Conditions Applicable to Electronic Office Products, Inc. Maintenance Agreement

Maintenance Agreement Commencement Date: January 16, 2024 – January 16, 2025

The commencement date for this agreement shall be in accordance with the conditions noted below:

- New Equipment Installation.
- Renewal of Existing Maintenance Agreement.
- Conversion from Non-Maintenance Agreement. Inspection Required
- Conversion from a Rental - Rental/Purchase Conversion Date.

Start Meter reading at the commencement of this agreement: \_\_\_\_\_  
*All meter readings are in accordance of Electronic Office Products Records*

### Equipment Description

Equipment Make / Model	Serial Number	Copy Charge
Toshiba es-356	#C2J264872	\$60.00/7,000 copies per month
ARDF MR3022, FINISHER MJ1101, BRIDGE KIT KN2520.		Overage \$.0125 per click

### INCLUDES / EXCLUDES

Includes:  Labor  Parts  Toner  Drums  Developer  Staples  Other n/a

Excludes:  Labor  Parts  Toner  Drums  Developer  Staples  Other Abuse/Paper

Also excludes computer issues other than with print controller if applicable.

(Please Review attached pages for additional Terms and Conditions Volumes and Charges to be reviewed annually)

The Maintenance Agreement charges and volumes will be reviewed on an annual basis and invoiced at prevailing rates.

#### Customer Acceptance:

#### Electronic Office Products, Inc. Acceptance:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ P.O.#: \_\_\_\_\_

Name: Collette Alonzo  
 Title: Service Coordinator  
 Signature: Collette Alonzo  
 If you have any questions please call 587-8600.

**Electronic Office Products Inc.**  
**Maintenance Agreement Renewal Form**

**CUSTOMER: Town of Moreau – Supervisors Office      351 Reynolds Rd. Moreau, NY 12828**

**Commencement Dates: 1/16/24 – 1/16/25**

<b>Equipment / Model</b>	<b>Serial Number</b>	<b>Contract Terms &amp; Conditions</b>
<b>Toshibe es356</b>	<b>#C2J264872</b>	<b>As detailed on Invoice</b>

Electronic Office Products, Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the charges indicated on page one, in accordance with the following terms and conditions.

1. **Term**  
This Agreement is in effect from the commencement date and shall continue for the Term of the Agreement. All agreements shall be invoiced in accordance of the terms and no refunds will be issued.
2. **Maintenance Service**  
Electronic Office Products, Inc. agrees to provide maintenance service Monday through Friday from, 9:00 a.m. to 5:00 p.m.; excluding holidays. The equipment will be kept in good working order while operated in accordance with Electronic Office Products' published specification and while located within Electronic Office Products' area of responsibility.
3. **Charges**  
All Service calls made on equipment not covered under maintenance contract shall be invoiced immediately at prevailing rates. These rates are subject to change without notice.
4. **Initial Inspection and Repair**  
If the equipment referred to in this agreement is not under Electronic Office Products, Inc., maintenance agreement, nor covered by Electronic Office Products' standard warranty, it shall be subject to a chargeable inspection by Electronic Office Products Inc. Electronic Office Products Inc. shall take such action as may be deemed necessary in its judgment to restore the equipment to good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at Electronic Office Products' then current commercial rates.
5. **Exclusions**  
Maintenance is contingent upon the proper use of all equipment and **does not include:**
  - a) electrical work external to the equipment or maintenance of the computer network, accessories, attachments, or other devices not furnished by Electronic Office Products Inc.;
  - b) service caused by supply items that do not meet Electronic Office Products Inc. specifications;
  - c) repair of damage or increase in service time resulting from:
    - (1) accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use;
    - (2) failure of electrical power, air conditioning or humidity control; and
    - (3) alterations which include but are not limited to, installation or removal of Electronic Office Products Inc features, or any other modification, whenever any of the foregoing are performed by other than Electronic Office Products Inc representative.
  - d) expendable supply items or materials therefor, making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
  - e) such service, which is impractical for Electronic Office Products Inc representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;
  - f) equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Electronic Office Products Inc.
  - g) abnormal operator functions as described in manufacturers' operator's manuals.
  - h) problems relating to or caused by software which was not supplied by Electronic Office Products Inc.
  - i) problems relating to or caused by operating environment including electrical power, heating, air conditioning, and humidity which are not within Electronic Office Products Inc specifications.
  - j) any loss of information, texts, or other material stores on hard drive units, internal memory, or disk for any reason.
  - k) repair or replacement of ram memory boards and hard drives.
  - l) any damages due to power surges. (We strongly recommend a surge protector be installed on the power source and or telephone line, please see attached form).
  - m) any equipment or peripherals not listed on the front page of this agreement;
  - n) any damages to the unit caused by customer added peripherals; and will be considered chargeable at current hourly rates.
  - o) any overhauling or rebuilding of equipment, will be considered chargeable at current hourly rates plus parts and materials.
  - p) moving equipment. Equipment cannot be moved without permission of Electronic Office Products Inc. Any damage resulting from a move is chargeable at prevailing rates.

6. **Electronic Office Products Inc. Property**  
Maintenance software, text equipment and similar property used by Electronic Office Products Inc at the installation site (even if shipped with the equipment) shall remain the exclusive property of Electronic Office Products and shall be for the sole use of Electronic Office Products and under the control of Electronic Office Products Inc. Such property, some of which contain confidential information of Electronic Office Products Inc.
7. **Access to Equipment**  
Electronic Office Products Inc. shall have full and free access to the equipment to provide service thereon.
8. **Modifications**  
If persons other than Electronic Office Products Inc representatives perform maintenance or repair of a unit of equipment, and as a result additional repair by Electronic Office Products Inc is required, such repairs are chargeable at current hourly rates plus parts and material and, will be made at Electronic Office Products Inc discretion. Maintenance by third parties could be the basis for voiding any existing warranties.
9. **Engineering Changes**  
Engineering changes, determined applicable to Electronic Office Products Inc will be controlled and installed by Electronic Office Products at no charge on equipment covered by this agreement.
10. **Service Rentals**  
When deemed necessary, service rental will be provided to the customer at current rental rates.
11. **Governing Laws**  
This Contract shall be governed by and construed according to the laws of the State of New York.
12. **Assignment**  
This Agreement is not transferable by Customer without written permission from Electronic Office Products Inc, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.
13. **Miscellaneous**  
This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.
14. **Costs & Attorneys Fees:**  
In the event action is brought by either party to enforce any terms of this lease agreement or to recover possession of the equipment including but not limited to damage to the equipment, lessee default, then the prevailing party shall recover from the other party all costs, expenses and reasonable attorney fees associated with the action.

The Customer acknowledges that he/she has read this Agreement, and understands and agrees to all terms and conditions stated herein. Please Sign and Return this form with your payment. Payment of the above mentioned Invoice number will constitute Acceptance of this years' maintenance agreement.

**Customer Acceptance:**

**Electronic Office Products Inc Acceptance:**

Name: \_\_\_\_\_

Name: **Collette Alonzo**

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

Signature: 

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

518-587-8600 Collette@EOPCOPIERS.COM

TOWN OF MOREAU  
TOWN BOARD MEETING  
December 12, 2023

**A RESOLUTION DESIGNATING THE TOWN OF MOREAU AS LEAD AGENCY  
PURSUANT TO PART 617 OF THE STATE OF NEW YORK ENVIRONMENTAL  
QUALITY REVIEW ACT WITH RESPECT TO THE ADOPTION OF LOCAL LAW  
NO. 4 OF 2023 AMENDING THE TOWN OF MOREAU'S SEWER ORDINANCE.**

WHEREAS, the Town of Moreau is considering the adoption of Local Law No. 4 of 2023 amending the sewer ordinance for the Town of Moreau; and

WHEREAS, in connection with the adoption of Local Law No. 4 of 2023 the Town of Moreau will need to review the environmental impact, if any, associated with the adoption of this local law.

NOW, THEREFORE, IT IS:

RESOLVED, that the town board of the Town of Moreau be designated as lead agency with respect to the environmental review associated with the adoption of Local law No. 4 of 2023 pursuant to Part 617 of the State Environmental Quality Review Act; and it is further

RESOLVED, that the town supervisor be authorized to sign any and all documents associated with the environmental review regarding the adoption of Local law No. 4 of 2023 pursuant to Part 617 of the State Environmental Quality Review Act.

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

<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: Moreau, New York  
December 12, 2023

**CERTIFICATION OF TOWN CLERK**

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

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 12<sup>th</sup> day of December, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Town this \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Brenda Hutter, Town Clerk

**S E A L:**

RESOLUTION OF THE  
TOWN BOARD OF THE  
TOWN OF MOREAU  
DECEMBER 12, 2023

SEWER DISTRICT CONSOLIDATION

WHEREAS, the Town of Moreau has heretofore established one sewer district, six sewer district extensions and has entered into four out of district agreements, to wit: SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO. 1, EXT. NO. 1 (LEONELLI APARTMENT COMPLEX); SEWER DISTRICT NO. 1, EXT. NO. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BLUEBIRD TRACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 5 AND FOUR CONTRACT USERS, and in the said Town on behalf of the existing sewer district, six extensions and four out of district users, wishes to consolidate the aforementioned sewer district, six sewer district extensions and the four out of district agreements into the Town of Moreau Consolidated Sewer District, a municipal corporation existing pursuant to the Laws of the State of New York and created pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York, and;

WHEREAS, a map, plan and report has been prepared relating to the consolidation of the Town of Moreau Sewer District, six extensions and four out of district Agreements in the Town of Moreau, County of Saratoga, State of New York (hereafter the "Town"); and

WHEREAS, such map, plan and report was prepared by Laberge Group, competent engineers, duly licensed by the State of New York, showing the boundaries of the proposed Sewer District, general plan of the Sewer District, and the estimated fees to be charged for real property located within the consolidated sewer district; and

WHEREAS, the consolidation of the Town of Moreau sewer district, six extensions and four out of district users requires compliance with the provisions of the Environmental Conservation Law of the State of New York and the regulations of the State Environmental Quality Review Act, 6 NYCRR Part 617;

NOW, THEREFORE, BE IT RESOLVED:

1. The Town as the only involved agency for the review of the environmental impact, if any, of the proposed consolidation of the sewer district, six extensions and four out of district users has been previously designated Lead Agency; and

2. The Town Board of the Town of Moreau as lead agency has determined that the establishment of the consolidation of the Sewer District, six extensions and four out of district users as described in the map, plan and report, is a Type II Action according to 6 NYCRR Section 617.5(c)(26) and (33); and
3. No SEQR determination of significance, EIS or findings statement is required for actions which are Type II pursuant to NYCRR Section 617.3(f).

**Motion:**

**Seconded by:**

**Roll Call:**

**AYES**

**NOES**

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

Moreau, New York  
December 12, 2023



**CERTIFICATION OF TOWN CLERK**

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

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of  
said Town, including the resolution contained therein, held on the 12th day of December, 2023 with  
the original thereof on file in my office, and that the same is a true and correct copy of said original  
and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

\_\_\_\_\_  
Brenda Hutter, Town Clerk

**TOWN OF MOREAU  
TOWN BOARD MEETING  
December 12, 2023**

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

**WHEREAS**, there exists within the Town of Moreau one sewer district, six sewer district extensions and four contract users, to wit: **SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO. 1, EXT. NO. 1 (LEONELLI APARTMENT COMPLEX); SEWER DISTRICT NO. 1, EXT. NO. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BLUEBIRD TRACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 5 AND FOUR CONTRACT USERS ; and,**

**WHEREAS**, the aforesaid one sewer district, six sewer district extensions and four contract users have been created for similar purposes; and,

**WHEREAS**, the Town Board on November 14, 2023, adopted a Resolution and Order, to give notice of a Public Hearing pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York to be held at the Moreau Town Hall on December 12, 2023 at 6:30 p.m. for the purpose of hearing all persons upon the question of consolidating the one sewer district, six sewer district extensions and four contract users of the Town of Moreau, to wit: **SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO. 1, EXT. NO. 1 (LEONELLI APARTMENT COMPLEX); SEWER DISTRICT NO. 1, EXT. NO. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER**

**DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BUEBIRD TRACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 5 AND FOUR CONTRACT USERS** into a single consolidated sewer district; and,

**WHEREAS**, the Town Board wishes to plan for the future needs of the Town and its residents and businesses; to consolidate services, to reduce the amount of administrative services and costs within the one sewer district, six sewer district extensions and the four contract users ; to increase the financial base of the sewer district, the six sewer district extensions and four contract users in order to obtain a reduction in interest rates on any future anticipated borrowing; to distribute costs more evenly and to the establishment of fair and reasonable rates for services as follows: all expenses for any existing debt, future debt repayment and capital charges shall be determined as follows: ninety (90%) percent of the annual debt service will be collected on the assessed value of all real property at an estimated rate of \$4.28 per \$1000 of assessed value, while the remaining ten (10%) shall be based upon each parcel's acreage within the consolidated sewer district at the estimated rate of \$61.89 per acre for the first year of consolidation distributed annually among all parcels or any additional parcels within the consolidated sewer district; and the expenses for operation and maintenance shall be divided into district costs and excess treatment costs only to users with an active connection to the sanitary sewer based upon the usage and the number of equivalent dwelling units (EDU) of each property such that those users that do not exceed an average usage of 100 gallons per day allowance during a given billing period, the operation and maintenance cost shall be collected by an EDU charge and for those users exceeding the 100 gallon per day allowance included within the EDU charge an additional treatment charge shall apply; the total 2024 EDU rate is estimated to equal \$46.42 for the non-treatment portion and estimated to equal \$149.29 per EDU for the treatment portion; and,

**WHEREAS**, the Town Board and Town Clerk have caused, as required by law, to be posted and published, the Notice of Public Hearing pursuant to the provisions of the aforesaid Article 17-A of the General Municipal Law; and,

**WHEREAS**, the Town Board conducted the Public Hearing on the 12th day of December, 2023 to consider the consolidation of the stated one sewer district, six sewer district extensions and four contract users into a single consolidated sewer district at which time all persons interested in the same were afforded ample opportunity to be heard and speak in support of or in opposition to the proposed consolidation; and

**WHEREAS**, the Town Board has carefully reviewed the issues associated with the consolidation of the aforesaid one sewer district, six sewer district extensions and four contract users.

**NOW, THEREFORE**, it is hereby resolved that this Town Board acting pursuant to the provisions of Section 754 of the General Municipal Law of the State of New York does hereby consolidate the one sewer district, six sewer district extensions and four contract users of the Town of Moreau , to wit: **SEWER DISTRICT NO. 1 (MOREAU INDUSTRIAL PARK); SEWER DISTRICT NO. 1, EXT. NO. 1 (LEONELLI**

**APARTMENT COMPLEX); SEWER DISTRICT NO. 1, EXT. NO. 2 (BLUEBIRD VILLAGE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 3 (THE NEST); SEWER DISTRICT NO. 1, EXT. NO. 3 (HARRISON PLACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 4 (HARRISON QUARRY/BLUEBIRD TRACE APARTMENTS); SEWER DISTRICT NO. 1, EXT. NO. 5 AND FOUR CONTRACT USERS** into a single consolidated sewer district, said consolidation to be effective January 1, 2024 and upon such consolidation does hereby further determine as follows:

1. This Resolution is adopted pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York.
2. All steps required by the provisions of Article 17-A of the General Municipal Law have been carried out in relation to this project.
3. It is in the public interest to consolidate the aforesaid one sewer district, six sewer district extensions and four contract users as set forth herein and as set forth in the Joint Consolidation Agreement into one consolidated sewer district to be executed by the Town of Moreau and the existing sewer district and six sewer district extensions.
4. All property and assets of the aforesaid sewer district, six sewer district extensions and four contract users shall become the property and assets of the new consolidated sewer district.
5. All property of the existing sewer district, six sewer district extensions and four contract users shall become the property of the consolidated sewer district, and the consolidated sewer district shall assume and pay for the indebtedness, if any, of each of the existing sewer district, six sewer district extensions and four contract users as if such indebtedness had been incurred subsequent to the consolidation, as provided by law.
6. All expenses of operation and maintenance shall be paid as set forth within this resolution.
7. All expenses for capital charges arising from any existing and future indebtedness shall be paid as set forth within this resolution.
8. The consolidated sewer district shall be known as the Town of Moreau Consolidated Sewer District No. 1.
9. The Joint Consolidation Agreement between the Town of Moreau and the sewer district, six sewer district extensions is approved, and the Town Supervisor is authorized to execute the same.

10. The Town Clerk is hereby directed within ten (10) days after the adoption of this Resolution to cause a certified copy of this final resolution to be filed in the Saratoga County Clerk's Office and in the office of the New York State Comptroller at Albany, New York.

11. The Town of Moreau Consolidated Water District No.1 boundaries are as set forth in Schedule A annexed hereto.

**Moved by:**

**Seconded by:**

**Roll Call:**

YES

NO

ABSENT

Theodore T. Kusnierz, Jr.

Kyle Noonan

John Donohue

Mark Stewart

Alan VanTassel

Moreau, New York  
December 12, 2023

**CERTIFICATION OF TOWN CLERK**

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

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 12th day of December, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

\_\_\_\_\_  
Brenda Hutter, Town Clerk

**Schedule A**

**TOWN OF MOREAU**

**PROPOSED CONSOLIDATED SEWER DISTRICT**

**BOUNDARY DESCRIPTION**

**September 29, 2023**

Town of Moreau

Saratoga County, New York

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

**AREA 1**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence southerly along the westerly bounds of Parcel 71.1-1-24 to the southern bounds of said Parcel;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### AREA 2

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

AREA 3

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

AREA 4

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

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

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

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

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

AREA 5

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

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

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

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

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

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

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

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

AREA 6

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

AREA 7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### AREA 8

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

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

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

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

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

Excepting therefrom Parcel 50.-4-1.31.