

Agenda  
Town of Moreau  
Town Board Meeting  
June 11, 2024  
7:00PM

7:00 p.m. Regular Town Board Meeting

Roll Call / Pledge of Allegiance

1. Public Hearing - Local Law 4 of 2024
2. Set Future Meetings, Public Hearings or Workshops
  - Public Hearing for Local Law 5 of 2024 (7:01pm - 6/25/24)
3. Approval of Minutes
  - May 28, 2024 - Bid Opening
  - May 28, 2024 - Special Meeting
  - May 28, 2024 - Month End Audit Meeting
  - May 28, 2024 - Regular Town Board Meeting

Public Comment Period

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

4. Old Business
  - Prepay Voucher - Fraternal Order of Eagles
  - Pest Control - Authorization to Sign
5. Town Clerk's Office - New Hire
6. Recreation Department Requests
  - Rain out Language for Contracts
  - Tournament Fees
  - Flag Football
  - Hire - Seasonal Laborers
7. Assessor's Office Request
  - Continuing Education at Cornell Conference
8. Accepting May Department Head Monthly Reports
  - Highway Dept, Dog Control, Building Dept, Recreation, Transfer Station
9. Bluebird Road Pump Station - Purchase
10. Bid for pump station upgrade

11. Moreau Community Center - BINGO license

Public Comment Period

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

13. Committee Reports

14. Supervisor's Items

15. Executive Session

16. Motion to Adjourn

*A bid opening was conducted at the Town of Moreau Municipal Building,  
351 Reynolds Road, Moreau, Saratoga County, New York  
on the 28<sup>th</sup> day of May, 2024.*

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The Town Clerk started the bid opening at 9:00 a.m.

PRESENT: Erin Trombley Town Clerk

The following notice to bidders appeared in the legal ad section of the Saratogian Newspaper on May 21, 2024:

#### NOTICE TO BIDDERS

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

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

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

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

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

The project generally consists of the following work:

- Bypass the wet well to avoid interruption of service, with adequate pump.
- Remove (2) existing 3hp Landustrie pumps.
- Remove existing guiderail system and base elbows.
- Plan to reuse the existing base elbow system with guiderails, as the larger pumps use the same Landy coupling/adapter system as the existing.
- Removing existing 33"x33" access hatch, cut a larger opening in the concrete and install a 36"x36" access hatch. Final measurements would be required as the space in that area of the station is limited.
- Reinstall guiderail system with base elbow system to larger hatch opening.
- Modify/Move/Rework the discharge piping (4"PVC SCH80), reconnect to existing above ground header. This may require widening the hole in the concrete, that the existing discharge pipe is fed though, inside a green fiberglass enclosure to connect to header.
- Install (2) new 20hp Landustrie pumps.

A bid opening was conducted at the Town of Moreau Municipal Building,  
351 Reynolds Road, Moreau, Saratoga County, New York  
on the 28<sup>th</sup> day of May, 2024.

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- Provide and install new Duplex control panel. If unable to install inside the fiberglass enclosure, where the old Gorman Rupp panel is currently located, a weather rated panel would be required, if outside installation is necessary.
- The successful Bidder may utilize the existing mounting stand, that the Aqualogic panel is installed on. However, that will be dependent on new panel dimensions.

Proposals must be made upon, and in accordance with, the form of the proposal included with the bid documents, prepared for this solicitation. The formal proposal contains a Notice To

Bidders, Instructions to Bidders, an Affidavit of Non-Collusion, Certification of Compliance with the Iran Divestment Act, a Bid Proposal, and Bid Specifications. All statements and requirements of this advertisement, Bid Proposal, Instruction to Bidders, Certification of Compliance with the Iran Divestment Act, and the Affidavit of Non-Collusion shall be deemed a part of the Contract to Purchase entered into by the Town, with the successful Bidder.

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

Publication Date: May 21, 2024

Erin Trombley, Town Clerk

Town of Moreau

No bids were received. The bid opening concluded at 9:01 a.m.

Respectfully submitted,

*Erin Trombley*

Erin Trombley  
Town Clerk

*A Special Meeting was held by the Town Board of the Town of Moreau, Saratoga County,  
at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York  
on the 28<sup>th</sup> day of May, 2024.*

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

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

ALSO PRESENT: Erin Trombley Town Clerk

**OTHERS PRESENT:** None

### **FUTURE MEETINGS & WORKSHOPS**

**Resolution 174-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to enter into Executive Session.

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

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

The motion carried 4:0

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

### **ADJOURNMENT**

**Resolution 175-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to adjourn the meeting.

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

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

The motion carried 4:0

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

Respectfully submitted,  
*Erin Trombley*  
Erin Trombley, Town Clerk

*A Month-End Audit Meeting was held by the Town Board of the Town of Moreau, Saratoga County, at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 28<sup>th</sup> day of May, 2024.*

The audit meeting was held in person. The Supervisor called the meeting to order at 6:45 PM with a roll call.

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

ALSO PRESENT: Erin Trombley Town Clerk  
Anna Labiak Water Department Clerk  
Elizabeth Bennett Confidential Secretary

**OTHERS PRESENT:** None

**ITEMS FOR DISCUSSION**

Supervisor Fish raised a topic for discussion; the Moreau Industrial Park pump station repair was originally quoted at \$69,000, and a \$24,935.17 change order was approved but a Purchase Order was not put in at that time. The vendor was asking for a payment in the amount of \$90,356.98. Now, he said, an additional \$1,233.38 is being billed for a control panel that was sent separately from the supplier--this sum was never pre-approved. Councilmember Stewart reading from the supporting documents said the vendor who performed the work noted that the extra sum should be reimbursed to the Town by the pump supplier. Councilmember Killian said installing the control panel was in the plans and the vendor is adding it in again, adding since it was in the contract, the vendor that did the work should absorb that cost. Councilmember Stewart said the department head indicated he would seek to recover the \$1200 from the supplier so he was in favor of approving another change order to cover the total now with the Town to receive the money back from the supplier later. Supervisor Fish said he agreed with taking care of the bill, but added that no work should have been performed without pre-approval. Supervisor Fish said the new total owed, including the unauthorized work, is \$95,168.35.

The Supervisor and Councilmembers in attendance signed the vouchers presented to them.

**TRANSFERS**

1) \$50,000 transferred from account B8010.4 (Town Outside – Zoning – Contractual) to account B8020.1 (Town Outside – Zoning – Personnel Services)

**Resolution 176-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to authorize the stated transfer of funds.

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

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

The motion carried 4:0

2) \$20,000 transferred from account B8020.4 (Town Outside – Planning – Contractual) to account B8020.1 (Town Outside – Planning – Personnel Services)

*A Month-End Audit Meeting was held by the Town Board of the Town of Moreau, Saratoga County, at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York on the 28<sup>th</sup> day of May, 2024.*

**Resolution 177-2024** A motion was made by Councilmember Killian, seconded by Councilmember Donohue, to authorize the stated transfer of funds.

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

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

The motion carried 4:0

3) \$200 transferred from account A1990.4 (General – Contingent Account) to account A1010.4 (General – Town Board – Contractual)

**Resolution 178-2024** A motion was made by Councilmember Killian, seconded by Councilmember Stewart, to authorize the stated transfer of funds.

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

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

The motion carried 4:0

4) Increase appropriations by \$26,168.55 to account G18110.2 (Sewer – Administration – Equipment).

**Resolution 179-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to authorize the stated increased appropriations.

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

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

The motion carried 4:0

**Resolution 180-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to accept minutes as read.

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

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

*A Month-End Audit Meeting was held by the Town Board of the Town of Moreau, Saratoga County,  
at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York  
on the 28<sup>th</sup> day of May, 2024.*

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The motion carried 4:0

**Resolution 181-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Killian, to adjourn the audit meeting.

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

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

The motion carried 4:0

The meeting was adjourned at 6:56 p.m.

Respectfully submitted,  
*Erin Trombley*  
Erin Trombley, Town Clerk



*A Meeting of the Town Board of the Town of Moreau, Saratoga County,  
was held at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York  
on the 28<sup>th</sup> day of May, 2024.*

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The special meeting was held in person. The Supervisor called the meeting to order at 7:02 PM with a roll call and the Pledge of Allegiance.

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

ALSO PRESENT: Erin Trombley Town Clerk  
Anna Labiak Water Department Clerk  
Elizabeth Bennett Confidential Secretary

**OTHERS PRESENT:** Dominic Tom, Gloria Osier, Tom Osier, Jeanne Gutheil, Maureen Dennis, Tom Masso, Ann Purdue, Luke Michaels, Brandon Hayes, Benjamin Vaillancourt, Jennifer Smith

**FUTURE MEETINGS & WORKSHOPS**

No meetings or workshops set.

**APPROVAL OF MINUTES**

**Resolution 182-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to approve the presented minutes from April 23 (Month-End Audit), April 23 (Town Board Meeting), April 25 (Town Board Workshop), May 14 (Special Town Board Meeting), and May 14 (Town Board Meeting).

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

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

The motion carried 4:0

**PROCLAMATION**

Supervisor Fish introduced the proclamation by saying that after offering pre-school programming to the community for decades, the Moreau Community Center had decided to end the program. Mrs. Jennifer Smith had run the program for 29 years, he said, acknowledging the time and dedication she had given to the youngsters she taught during her tenure. He asked Mrs. Smith to come forward to receive the proclamation.

The Town Clerk read:

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

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

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

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

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

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

A round of applause followed the reading of the proclamation.

**Resolution 183-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to accept the proclamation.

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

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

The motion carried 4:0

#### **PUBLIC COMMENT FOR AGENDA ITEMS**

Dominic Tom raised a question about agenda item #9, regarding the County sewer connection change orders. He suggested speaking with the new legal team to see if funds can be recovered from prior engineering who failed to take factors into consideration, which cost the Town extra money. He said for the money allocated to the project, it should have been done correctly to begin with. He also referenced ARPA funds that had been applied to the sewer project by the prior administration, which he said could have been used for other projects. He said it is unfair to the entire community to use it for sewer alone. He said the sewer project is another project in a list, including the Highway Garage and Town Hall, that he felt were poorly executed.

Luke Michaels commented on item #8, regarding the out-of-district sewer user agreement and fees, saying he sent some feedback about the agreement earlier in the day but wanted to talk about it. The sequence of approvals in the original document were incorrect, he said, and should read that the Planning Board approval must precede the building permit issuance. Supervisor Fish summarized changes that had been made to the drafted document.

**OLD BUSINESS**

**Resolution 184-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to authorize the Supervisor to sign an agreement with Nature’s Way Pest Control for Town Hall pest control, including treatment for carpenter bees for an initial fee of \$294.25 and \$80.25 per month.

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

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

The motion carried 4:0

**LOCAL LAW #4 of 2024**

Councilmember Killian introduced a proposed Local Law #4 of 2024 to amend Chapter 124 of Moreau’s Town Code.

**Resolution 185-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, naming the Town of Moreau as the Lead Agency.

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

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

The motion carried 4:0

**Resolution 186-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Stewart, to set a Public Hearing for Local Law #4 of 2024 at 7:01 p.m. on June 11, 2024.

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

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

The motion carried 4:0

The Town Clerk read the following proposed resolution:

“MOREAU TOWN BOARD RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED LOCAL LAW NO. 4 OF 2024 AMENDING CHAPTER 124 OF THE CODE OF THE TOWN OF MOREAU RELATING TO HIGHWAY CONSTRUCTION WITHIN SUBDIVISIONS

*A Meeting of the Town Board of the Town of Moreau, Saratoga County,  
was held at the Town of Moreau Municipal Building, 351 Reynolds Road, Moreau, New York  
on the 28<sup>th</sup> day of May, 2024.*

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WHEREAS, the Town Board is considering the adoption of proposed Local Law No.: 4 of 2024 (corrected in the reading) entitled, 'A Local Law Amending Chapter 124 of the Code of the Town of Moreau Relating to Highway Construction Within Subdivisions;' and

WHEREAS, adoption of this Local Law is authorized by New York Municipal Home Rule Law §10; and

WHEREAS, Municipal Home Rule Law §20 requires the Town Board to hold a Public Hearing prior to the adoption of any Local Law; and

NOW, THEREFORE, BE IT

RESOLVED, that the Moreau Town Board shall meet and hold a public hearing beginning at the Moreau Town Hall, 351 Reynolds Road, Moreau, New York 12828, beginning at 7:01 p.m. on Tuesday, June 11, 2024 to hear all interested persons and take any necessary action provided by law concerning proposed Local Law No.: 4 of 2024, and be it

FURTHER RESOLVED, that the Town Board further authorizes and directs the Town Clerk to provide notice and/or referrals regarding the proposed Local Law as required by State and Local Laws, including notice and referral to the Town of Moreau Planning Board, the Saratoga County Planning Board and any municipalities within 500 feet of properties that would be impacted by the proposed Local Law; and be it

FURTHER RESOLVED, that the Town Board further authorizes and directs the Moreau Town Clerk to publish and post a Notice of Public Hearing concerning proposed Local Law No. 4 of 2024 in the manner provided by law and to make a copy of the proposed Local Law available for public inspection in the Town Clerk's office, and on the Town's website, following the adoption of this Resolution and until the Public Hearing is closed."

**Resolution 187-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to adopt the resolution as read.

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

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

The motion carried 4:0

## **BUILDING DEPARTMENT**

Attorney Bruening was asked to introduce the Stormwater Area Maintenance Agreement item on the agenda. He said his firm was contacted by the attorneys representing Cerrone Builders. During the subdivision approval process, he explained, the Planning Board made a stipulation that Cerrone Builders enter into a Stormwater Area Maintenance Agreement. According to Attorney Bruening, all parties signed such an agreement in 2023 but the document was not filed. When the other attorney attempted to file the document, he said it was rejected because there was some leftover language included referring to attached maps, but there were no maps. He characterized the issue as a typographical error, and asked if the Board would approve the agreement again with the language corrected to exclude references to maps.

**Resolution 188-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to approve the Supervisor to sign the updated Stormwater Area Maintenance Agreement with Cerrone Builders.

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

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

The motion carried 4:0

## **RECREATION**

This item was tabled until a later date.

## **WATER & SEWER DEPARTMENT**

**Resolution 189-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to approve the Supervisor to sign a contract with John's Plumbing and Heating Solutions for backflow prevention inspection for Town Hall, the Recreation Park, and Highway garage at a cost not to exceed \$675 to be paid from accounts A1620.4, A7140.4, and A5132.

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

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

The motion carried 4:0

**Resolution 190-2024** A motion was made by Councilmember Killian, seconded by Councilmember Stewart, to approve the proposed out-of-district user agreement and fees, which include a \$3,000 buy-in capacity fee, and \$400 per EDU. Once entered into, the new user is considered in-district and is subject to any fee changes across the district, according to Supervisor Fish.

**Discussion:** Councilmember Stewart asked if the revised copy of the agreement had been distributed to the Board because he said he saw spelling errors. Confidential Secretary Bennett said it was emailed to Board members in the afternoon. Councilmember Stewart asked if the topic should be tabled since the revised document had not been provided for public review 24 hours prior to the meeting. Supervisor Fish said that the changes that had been made were the same changes Luke Michaels had spoken about earlier in the meeting, and were meant to clarify the fees, due dates, and the sequence of events in the approval process. Councilmember Stewart said the changes sounded good, and he was in favor of the action, however, since the document had not been made available to the public and he and other Board members did not have a chance to review it, the vote should be postponed.

Confidential Secretary Bennett asked counsel if there was a clause within the agreement that the attorneys can make changes as necessary. Attorney Bruening confirmed, though he said he did not work on this document, that the Board could approve the agreement pending attorney review. Councilmember Killian said that if there

isn't a rush on the item it could be put on the agenda for the next meeting. Councilmember Stewart said he didn't want to allow the process, but did want a chance to review the updated document. Counsel said this is a policy decision for the Board, that giving the public time to fully review documents is not a legal requirement but it is encouraged. He said the Board could make changes during a meeting, for example. Councilmember Donohue said if it's not legally required, he would prefer to move forward.

Supervisor Fish called for a roll call vote, the results of which were:

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

The motion carried 3:1

### **COUNTY SEWER CONNECTION**

**Resolution 191-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to approve change order #6 and payment #9 related to County Forcemain Connection Contrast 2.

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

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

The motion carried 4:0

**Resolution 192-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to prepay vouchers, in advance of the audit meeting, to Bellamy Construction in the amounts \$203,099 (which was approved by the Board on February 27, 2024) and \$703,262.31 (newly approved).

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

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

The motion carried 4:0

### **BLUEBIRD ROAD PUMP STATION PURCHASE**

**Discussion:** Supervisor Fish introduced the pump station purchase topic by saying that on December 23, 2008 the Town Board passed a resolution establishing extension 2 of Sewer District 1 in the Town of Moreau. He continued saying the resolution included language allowing the Town to purchase the Bluebird Road Pump Station for \$1. The Town's counsel has worked with the pump station owner. Supervisor Fish asked counsel to explain the process. Attorney Bruening stated that if the Board should move forward with the action, a dedication deed would be needed per the conditions of the subdivision approval, and an easement would be required from the developer so the Town can assess the pump station. He also indicated that ownership of the

pump station was part of a larger original plan. He said once it was established that the purchase makes sense financially and from the perspective of engineering, he recommended the Board sign an easement agreement. It's not necessary for the Board to sign the deed.

Supervisor Fish explained the rationale for making the change is that in order to scour or flush the Rte. 9 line to keep it clean without a pump station, past administrations had bypassed the Industrial Park line to pump South. The result, he said, is 700-800 homes and apartments without a proper line flush. He continued, stating that the intention of this action would be to upgrade the pump station so that it can serve that area and any future development on the Industrial Park and Rte. 9 lines, a threefold benefit to the Town.

**Resolution 193-2024** A motion was made by Councilmember Donohue, seconded by Councilmember Killian, to authorize the Supervisor to sign a right-of-way easement agreement with Schermerhorn Residual Holdings LLP, as amended, in order to access the Bluebird Village pump station.

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

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

The motion carried 4:0

Following the motion, Supervisor Fish said it would be necessary to have engineering review the plan to ensure the best actions are taken to benefit the Town in this regard, so action would be held until that review can take place.

### **TOWN DESIGNATED ENGINEERS**

**Discussion:** Councilmember Stewart said he had met with all three firms, all presented themselves well to the Board. He said it was good to know there are multiple firms the Town can work with, but he had a preference for MJ. Councilmember Killian agreed that having multiple firms depending on what might come up. He also agreed they interviewed well, but he, too, preferred MJ. He continued, adding they may not be the biggest, but they had a diverse portfolio and had "their ducks in a row." Councilmember Donohue stated that he agreed.

**Resolution 194-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to appoint MJ Engineering as the Town Designated Engineering Firm.

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

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

The motion carried 4:0

### **ACCEPTING MONTHLY DEPARTMENT REPORTS**

**Resolution 194-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to accept monthly reports submitted by the heads of the following departments: Highway

Department, Dog Control, Building Department, Assessor, Recreation Department, Water Department, and Transfer Station.

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

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

The motion carried 4:0

Following the vote, Supervisor Fish clarified that the Dog Control report had not been posted online because it contained sensitive personal information.

### **PUBLIC COMMENT PERIOD**

Dominic Tom thanked Councilmember Killian for taking a ride with him to see the various run-down properties he had mentioned at previous meetings, including two on Redmond Road. He said the one on the corner of Redmond and Evergreen is a buildable lot and suggested considering the property for foreclosure if its taxes were unpaid. They also visited Old Bend Road, he said, where there is an historic cemetery containing headstones from the 18<sup>th</sup> Century through the 1990s. He said the cemetery is overgrown. He said perhaps the Town Historian could look into the cemetery and suggested a community volunteer project to clean up the property. He said there is a type of tourism industry around visiting historic cemeteries. He went on to say they visited a cul-de-sac where a half boarded-up home, covered in mold and mildew, sits in an area of expensive homes. He said there were junk cars in the driveway and that he was surprised to see people emerge from the property as they were leaving.

Mr. Tom mentioned that in the past he had suggested a commission-based grant writer, and that there are a lot of state, federal, and local grants available, but he said he hadn't heard of Moreau receiving any. He said that the week of the meeting Cohoes had received a Downtown Revitalization Initiative (DRI) Grant of \$10 million. He said in that city, code enforcement was sent in after drug busts to close uninhabitable buildings. He continued, saying the City of Schenectady had been in the news as well, receiving \$10 million, plus a special fundraising authority—1 of only 2 in the State—where they get .5% of the County sales tax. Lake George also got \$10 million, he said, and Glens Falls also got \$10 million in the past, which he says the City “bungled.”

Councilmember Stewart chose to respond to some of Mr. Tom's remarks. He said Building, Planning and Development Coordinator, Josh Westfall, had prepared a 16-page document itemizing the various grant opportunities available to the Town. He suggested that the document may become FOIL-able and that Mr. Tom would be impressed with the compilation. He also said one of the reasons he preferred MJ Engineering is because grant-writing is part of the services they offer as well. Councilmember Stewart thanked Mr. Tom for his regular attendance and participation in meetings, and said his comments were not going unheard. Supervisor Fish said a Town resident had submitted a photo of the so-called “crack house” on Redmond Road. He said the Town Code Enforcement is still going through court proceedings with the owner. He said it's not that Mr. Tom's words are not heard, but that the wheels of justice are turning slowly.

Councilmember Killian said in the tour of properties, he felt badly for the neighboring property owners, and said some Town standards need to change, citing piles of garbage, mattresses and other unsightly debris that he described as popping out at you as you pass by. He said it's not fair to the neighbors. Updating standards as the Town grows will be beneficial in enforcement. He suggested a three-strike policy as an example of steps to consider. Councilmember Killian said the Redmond Road property is in his neighborhood and it is frustrating.



He said three weeks prior they thought the property would be dealt with but it fell through. Code enforcement is staying on top of it, he said, but the process is slow.

### **COMMITTEE REPORT**

Councilmember Stewart said he and other Board members had met with members of the Fire Department and Town counsel, that options had been presented, and an attorney-client counseling session was needed to make a determination, but there are some good options and steps the Board can take to help fund the Fire Company.

### **SUPERVISOR'S ITEMS**

Supervisor Fish said mosquito dunks are available at the Town Clerk's office on a trial basis for Moreau Town residents only. There is a maximum of 50 per household allowed, he said.

He also said he had received a newsletter from County Sheriff Zerlo inviting any Board member who is interested to ride with officers because they are very understaffed.

### **ADJOURNMENT**

**Resolution 195-2024** A motion was made by Councilmember Stewart, seconded by Councilmember Donohue, to adjourn the audit meeting.

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

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

The motion carried 4:0

The meeting was adjourned at 7:51 p.m.

Respectfully submitted,  
*Erin Trombley*  
Erin Trombley, Town Clerk



Account Number:  
147711

Referral Source:

# General Pest Program

### Service Address:

Name: ELIZABETH BENNET  
Address: 351 REYNOLDS RD  
City: FORT EDWARD State: NY Zip: 12828-9261  
Primary Phone: 518-792-1030  
Additional Phone: \_\_\_\_\_  
Email: SSEC@TOWNOFMOREAU.ORG

### Billing Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_  
Additional Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## \*INCLUDES WARRANTY\*

(See terms and conditions on back for details).

**Pests covered by this program:** \*This program does not cover Carpenter Ants unless specified as Target Pest.

**Target Pest(s):** SUGAR ANTS/SPIDERS

- Sugar Ants
- Spiders
- Millipedes
- Centipedes
- Earwigs
- Wasps
- Hornets
- Yellow Jackets
- Silverfish

**Total Number of Service Appointments for Program:** 12 **Visits per year**

Seasonal Agreement

### Service and Payment Schedule:

**Exterior Bait Stations:**  Included  Not Included

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

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

**Follow Up Service Appointment Fee:** \$ 75.00 + 5.25 tax = \$ 80.25 **Visit**

I authorize Nature's Way Pest Control to charge my credit card or checking account automatically.  
Attach voided check or enter credit card information below:



Credit Card: \_\_\_\_\_ Exp: \_\_\_\_\_

By signing below, I agree to all terms and conditions of this Service Agreement set forth on this page and the following page(s). I am also giving permission to have all service invoices emailed to me:

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ Technician Signature \_\_\_\_\_ Date \_\_\_\_\_

To view and print our product labels, please visit us at: [www.natureswaypestcontrol.com/pesticide-product-labels/](http://www.natureswaypestcontrol.com/pesticide-product-labels/)

To view and print your invoices, please visit us at: <https://naturesway.pestconnect.com/login>

**\*LIMITED WARRANTY\***

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER NATURE'S WAY PEST CONTROL, INC. (HEREINAFTER "NATURE'S WAY") NOR ITS THIRD-PARTY SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS TO BE PROVIDED HEREUNDER, SERVICES TO BE PERFORMED HEREUNDER OR THE RESULTS OBTAINED THEREBY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES, INCLUDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, NATURE'S WAY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, PENALTIES, INTEREST OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED BY THE PERFORMANCE OF, ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR DEFECTS IN PERFORMANCE OF, THE SERVICES CONTEMPLATED TO BE PERFORMED BY IT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The services and products provided by Nature's Way under this contract come with a limited warranty (this "warranty") as set forth herein:

1. The service program on the previous page sets forth the number of service appointments and duration of service recommended for eliminating the active infestation within the structure on the property (the "Original Service Program"). Additionally, Nature's Way recommends a continued preventative maintenance program to prevent further infestation after the completion of the Original Service Program (the "Preventative Maintenance Program"). If, after the conclusion of the Original Service Program and during the Preventative Maintenance Program, Nature's Way is unable to eliminate infestation for a period of three (3) months, and provided that Customer has complied with all requirements of this warranty, Nature's Way shall refund Fifty Dollars (\$50.00) to Customer as satisfaction of all damages incurred by Customer and shall have no further obligation to provide further service.
2. The term of this warranty begins on the date of the final service appointment in the Original Service Program recommended on the previous page.
3. This warranty shall only cover the pests specified on the previous page.
4. In the event that Customer sells Customer's property, this warranty may be transferred to the purchaser(s) provided that all recommended service has been completed, all payments have been timely made (as provided under the Additional Terms and Conditions of this Service Agreement) and the purchaser(s) execute a new Service Agreement with Nature's Way. Otherwise, this warranty is not transferable.
5. **This warranty shall only apply if Customer complies with the recommended service visits and duration set forth on the previous page for the Original Service Program and continues with the recommended Preventative Maintenance Program.** Additionally, this warranty shall not apply if, in the sole and exclusive discretion of Nature's Way: (i) Customer has made repairs or alterations to the structure that would limit the effectiveness of the service provided by Nature's Way; or (2) Customer otherwise fails to comply with the recommendations of Nature's Way in relation to the Original Service Program and Preventative Maintenance Program.
6. **Warranty Procedure.** In order to exercise his or her rights under this warranty, Customer shall provide written notice to Nature's Way of the alleged failure of the service program within 30 days of discovery. Failure to provide such written notification shall void this warranty. Thereafter, Customer shall provide Nature's Way and its employees and agents with access to the structure for inspection and further service, if determined by Nature's Way, in its sole and exclusive discretion, to be necessary or appropriate. If Customer fails to provide Nature's Way and its employees and agents with access requested by them, this warranty shall be void. Customer must have an open account to qualify for this warranty.
7. Neither Nature's Way nor its third-party suppliers make any other warranty of condition of any kind, whether express or implied, and specifically disclaim the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose.
8. For seasonal service the limited warranty will end on the last day of the service season. The last day of the service season is the last day of the month in which the last service was performed during the current year.
9. This warranty gives the Customer specific legal rights, and Customer may also have other rights that vary from state to state.
10. If any services are skipped the warranty may become void.

**\*ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT\***

Nature's Way Pest Control, Inc. (hereinafter "Nature's Way") is not responsible for any bites, stings or other injuries (including, but not limited to, mental distress) caused by insects or other pests at the property, whether occurring before or after service by Nature's Way.

1. By signing this Service Agreement, Customer authorizes Nature's Way to apply chemicals to the structure on Customer's property, which may leave a residue and possible staining. Nature's Way is not responsible if staining occurs. Almost all chemicals have an odor, which may be noticeable for a short period of time. Nature's Way strongly recommends that if Customer is or may be sensitive to chemicals, that Customer consult with their physician before service is provided. Nature's Way is not liable for any reaction someone may have due to chemicals that have been applied to the property.
  - a. It is the property owner's and / or landlord's responsibility to forward all information to residents and / or tenants of the property, this includes but is not limited to service recommendations, product labels, pre-treatment guidelines, Integrated Pest Management: Conducive Conditions, etc.
  - b. Nothing in this Agreement is intended to confer rights or remedies under this Agreement on any person other than the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to give any third party any right of subrogation or action over or against any party hereto.
2. It is possible for a structure to be re-infested due to many variables. Customer understands that due to the nature of pests, they are not always visible upon inspection. Obstructions and inaccessible areas may prevent Nature's Way from knowing there is an active infestation. Examples of obstructions are: fixed ceilings, walls, cabinets, insulation, dense vegetation, foam boards, etc. All inspections are visual; we are not capable of seeing behind walls. If this happens Nature's Way will treat the property as set forth in the limited warranty set forth herein.
3. If a service is confirmed and the interior of the structure on the property is not made available, an exterior application will be performed as the chargeable monthly rate.
4. Nature's Way is not responsible for any damage to the structure and/or property vegetation occurring before, during, or after a treatment, this includes but is not limited to any type of damage caused by pests, stress cracks, popped out nails from walking in the attic, droppings from pests, frass, dying grass, etc.
5. Any devices such as, but not limited to traps and/or bait stations placed on the property belong to Nature's Way. We have the right to retrieve these items if the service is terminated.
6. Either Nature's Way or Customer may cancel this Service Agreement, at any time, for any reason, without penalty. Upon cancellation of this Service Agreement, the limited warranty set forth herein shall be void.
7. This Service Agreement will be automatically renewed to maintain the warranty, unless cancelled by the Customer.
8. If an automatic payment arrangement has not been set up at the time of service or if the Customer is not present at the time of service, payment is due within 10 days of the date of service. If the Customer defaults on payment, a finance charge of 18% per annum will be added monthly for all balances over 30 days. After 90 days, without payment, Customer's Service Agreement will be cancelled, the limited warranty set forth herein void, and Customer's account will be placed in collections. In such instance, Nature's Way shall be permitted to place a lien on Customer's property for the amount due. The Customer shall be responsible for all collection costs including but not limited to reasonable attorney fees, court costs, and re-imbursements.
9. By signing this Service Agreement, Customer authorizes Nature's Way to take photographs, videos and/or other recordings of the property that Nature's Way deems necessary or appropriate, in Nature's Way's sole discretion, to complete the services contemplated herein.
10. Any controversy or claim arising out of or relating to this Service Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.



Account Number:  
147711

Referral Source:

## INDIVIDUAL PEST

### Service Address:

Name: Natures Way Pest Control  
Address: 351 REYNOLDS RD  
City: FORT EDWARD State: NY Zip: 12828-9261  
Primary Phone: 518-792-1030  
Additional Phone: \_\_\_\_\_  
Email: SSEC@TOWNOFMOREAU.ORG  
Target Pest: CARPENTER BEES

### Billing Information:

Name: ELIZABETH  
Address: 351 REYNOLDS RD  
City: FORT EDWARD State: NY Zip: 12828-9261  
Primary Phone: \_\_\_\_\_  
Additional Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### NO WARRANTY

If follow up services are not listed below, Customer is to call our office if a follow up service is needed.

Follow up service fee: \$75.00+tax (if applicable).

This follow up price is good for 30 days of the date of the original service.

Initial Service Appointment Fee: 20.00 Tax: 1.40 Total: 21.40  
Weekly Follow Up Service Appointment Fee: \_\_\_\_\_ Tax: \_\_\_\_\_ Total: \_\_\_\_\_  
Total Number of Weekly Service Appointments for Program: \_\_\_\_\_ Visits  
Monthly Follow Up Service Appointment Fee: 20.00 Tax: 1.40 Total: 21.40  
Total Number of Monthly Service Appointments for Program: \_\_\_\_\_ Visits  
Total Number of Service Appointments for Program: 7 Visits

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

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

I authorize Nature's Way Pest Control to charge my credit card or checking account automatically.

Attach voided check or enter credit card information below:

Credit Card: \_\_\_\_\_ Exp: \_\_\_\_\_

By signing below, I agree to all terms and conditions of this Service Agreement set forth on this page and the following page(s). I am also giving permission to have all service invoices emailed to me.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ Technician Signature \_\_\_\_\_ Date \_\_\_\_\_

To view and print our product labels, please visit us at: [www.natureswaypestcontrol.com/pesticide-product-labels/](http://www.natureswaypestcontrol.com/pesticide-product-labels/)

To view and print your invoices, please visit us at: <https://naturesway.pestconnect.com/login>

**\*NO WARRANTY\***

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER NATURE'S WAY PEST CONTROL, INC. (HEREINAFTER "NATURE'S WAY") NOR ITS THIRD-PARTY SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS TO BE PROVIDED HEREUNDER, SERVICES TO BE PERFORMED HEREUNDER OR THE RESULTS OBTAINED THEREBY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES, INCLUDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, NATURE'S WAY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, PENALTIES, INTEREST OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED BY THE PERFORMANCE OF, ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR DEFECTS IN PERFORMANCE OF, THE SERVICES CONTEMPLATED TO BE PERFORMED BY IT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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  - a. It is the property owner's and / or landlord's responsibility to forward all information to residents and / or tenants of the property, this includes but is not limited to service recommendations, product labels, pre-treatment guidelines, Integrated Pest Management: Conducive Conditions, etc.
  - b. Nothing in this Agreement is intended to confer rights or remedies under this Agreement on any person other than the parties hereto and their respective successors and permitted assigns. Nothing in this agreement is intended to give any third party any right of subrogation or action over or against any party hereto.
3. It is possible for a structure to be re-infested due to many variables. Customer understands that due to the nature of pests, they are not always visible upon inspection. Obstructions and inaccessible areas may prevent Nature's Way from knowing there is an active infestation. Examples of obstructions are: fixed ceilings, walls, cabinets, insulation, dense vegetation, foam boards, etc. All inspections are visual; we are not capable of seeing behind walls.
4. If a service is confirmed and property is not made available for appointment with prior preparations completed it will be considered a chargeable service.
5. Nature's Way is not responsible for any damage to the structure and/or property vegetation occurring before, during, or after a treatment, this includes but is not limited to any type of damage caused by pests, stress cracks, popped out nails from walking in the attic, droppings from pests, frass, dying grass, etc.
6. Any devices such as, but not limited to traps and/or bait stations placed on the property belong to Nature's Way. We have the right to retrieve these items if the service is terminated.
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10. By signing this Service Agreement, Customer authorizes Nature's Way to take photographs, videos and/or other recordings of the property that Nature's Way deems necessary or appropriate, in Nature's Way's sole discretion, to complete the services contemplated herein.
11. Any controversy or claim arising out of or relating to this Service Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

INTERNAL USE  
ONLY:

AR

To view and print our product labels, please visit us at:  
[www.natureswaypestcontrol.com/pesticide-product-labels/](http://www.natureswaypestcontrol.com/pesticide-product-labels/)

Revised January 2022

## **Refunds, cancellations, or shortening of a tournament.**

While we will make every attempt to play each event, the weather may prevent an event from being completed or in some cases, even starting. In those cases:

- If no games are started a 75% refund is given.
- If only the 1st round of games is started a 50% refund is given.
- If the 2nd round of games has started no refund is provided.
- In the case where tournament directors are due a refund and are registered for a future tournament that refund shall be applied to the balance due on those future tournament(s).

If the park is closed by the government for nonweather-related reasons prior to the start of any games a full refund will be given minus any cost expended by the town.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Tournament Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

Recreation Director

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# Town of Moreau

351 Reynolds Road  
Moreau, NY 12828-9261

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

Phone: (518) 792-1030 Fax: (518) 792-4615  
E-mail: [moreausuper@townofmoreau.org](mailto:moreausuper@townofmoreau.org)



**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
Councilmember

**Kyle Noonan**  
Councilmember

**Mark Stewart**  
Councilmember

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Board,

We have a tournament director who is looking to play past our 8pm closing time. His request is to help get all the scheduled games in for the weekend. I believe I have the authority to approve playing past 8pm but I'm looking for a cost to be associated with the extended hours.

I would like to have a fee of \$50.00 per game that will be extended for games which begin before our opening time and end past our closing time to be applied to a tournament. The fee could be called extended hours continuation of game(s). I feel this fee would cover any extra cost associated with extending hours.

*Jeremy Brogan*  
Recreational Director  
Town of Moreau  
351 Reynolds Road  
Moreau, NY 12828  
[Recreation@townofmoreau.org](mailto:Recreation@townofmoreau.org)  
518-538-0136

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# Town of Moreau

351 Reynolds Road  
Moreau, NY 12828-9261

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

Phone: (518) 792-1030 Fax: (518) 792-4615  
E-mail: [moreausuper@townofmoreau.org](mailto:moreausuper@townofmoreau.org)



**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
Councilmember

**Kyle Noonan**  
Councilmember

**Mark Stewart**  
Councilmember

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Town Board Members,

I am recommending the board approve flag football for this upcoming fall season. The program is run by Commissioner Chad Schwartz with board members Mike Prutsman, Adam Mullin, and Tyler Carpenter. In addition, they have volunteers who are high school age and adults. Last year they had 120 players who they hope to continue to grow upon each year.

Facilities need:

The bowl area

Saturday 8am -1pm

This summer/fall they are requesting:

End of August to early November

Cost to player \$30.00 full session which all signup and money to be handed by the town clerk department.

Needs from the town:

Shirts for players and referees approximately \$1,200

Trophies and awards approximately \$225.00

Fields to be lined by the Recreational Department.

Approximate income \$ 3,500

Approximate payout \$ 1,225

*Jeremy Brogan*

Recreational Director

Town of Moreau

351 Reynolds Road

Moreau, NY 12828

[Recreation@townofmoreau.org](mailto:Recreation@townofmoreau.org)

518-538-0136



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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)



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

**Patrick Killian**  
Deputy Supervisor

**John Donohue**  
Councilman

**Kyle Noonan**  
Councilman

**Mark Stewart**  
Councilman

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## REQUEST TO FOR CONTINUING EDUCATION AT CORNELL CONFERENCE 2024

### For Matt:

I would like to request permission for Matthew Espey to attend the 2024 Cornell Conference offered by the New York State Assessors Association July 14- July 18, 2024 in person. Matt will be signing up for the "Data Collection Course." This is a 4-day course. These expenses have been budgeted for on line A1355.4  
Please see below (and attached reimbursement/expense worksheet) for cost estimates:

Data Collection Course - \$400  
Hotel Room – 4 nights - \$556  
Travel to and from Conference - \$273.36 (408 miles x .67)  
Food/Incidentals - \$282  
**Cost to the Town: \$1511.36**

### For Leah:

I would like to request permission for myself to attend the 2024 Cornell Conference July 14 – July 18, 2024 in person. I will be taking 2 courses "Introduction to Commercial Valuation and Appraisal Critique" and "Tools and Resources of the Tax Departments Website." These are 2 2-day courses. These expenses have been budgeted for on line A1355.4  
Please see below (and attached reimbursement/expense worksheet) for cost estimates:

Intro to Commercial Valuation & Appraisal Critique and Tools & Resources of the Tax Dept Website - \$380  
Hotel Room – 4 nights - \$556  
Travel to and from Conference: \$269.34 (402 miles x .67)  
Estimated Food/Incidentals - \$282  
**Cost to the Town: \$1487.34**

**The 2024 budget was populated for Matt (Assessment Staff) and I to both attend this Conference.**

### Request to close the Office:

I am asking permission to have the Assessor's Office closed Monday-Thursday, July 15<sup>th</sup> - 18<sup>th</sup>. To plan accordingly: I will have all phone calls forwarded to an appropriate office within the building, I will be available during work hours via my personal cell phone for emergencies, and I will be monitoring and responding to all received work emails promptly. During the month of July, foot traffic and phone calls to my office is minimal, and I'm confident any resident in need of my assistance will be helped. The Assessor's Office remaining open 100% is very important to me and was one of my goals stated when I came to the town. I only ask when it is important and a true benefit to the Town.  
Thank you for your consideration.

*Leah M Cronin, IAO*

# TOWN OF MOREAU

## Employee Training & Conference

### Reimbursement/Expense Worksheet (01/2023)

To be completed by **each** employee requesting to attend a conference

Employee Name:	Leah Cronin	Position:	Assessor
Name of Conference:	Cornell Seminar on Professional Development		
Hosting Agency:	New York State Assessors Association		
Location:	Hotel Ithaca 222 S Cayuga St, Ithaca 14850		
Total Professional Development Hours To Be Earned:	28 hours		

#### EXPENSES

Conference Registration Fee:		\$	380.00
Hosting organization membership fee (Annual dues):			
Cost for lodging per night:	\$ 139.00	X	4
(TB to est. Max. if not included)			(# nights)
Cost of Coverage while position is unstaffed (if applicable):			

#### Meals & Incidental reimbursement (M&IE):

Meals will be reimbursed at the NYS rate, which is also the Federal rate. The Standard rate of \$59.00/day covers 3 meals per day. Meals that are offered through the hotel or the conference will not be reimbursed. It is expected the employee will take advantage of offerings included in registration fees. First and last days of M & IE will be reimbursed per meal (see rates below).

	Rate		Quantity	Total
Breakfast	\$ 13.00 *	X	4	\$ 52.00
Lunch	\$ 15.00 *	X	5	\$ 75.00
Dinner	\$ 26.00 *	X	5	\$ 130.00
Incidental	\$ 5.00 *	X	5	\$ 25.00
<b>Total</b>	<b>\$ 59.00</b>			<b>Total M &amp; IE: \$ 282.00</b>

SAMPLE - TB MAY ADJUST MAXIMUM DAILY ALLOWANCES/MEALS

\*INDICATES MAXIMUM DAILY ALLOWANCE PER MEAL - ONLY ACTUAL COSTS WILL BE REIMBURSED.

<b>Mileage:</b> Reimbursed at IRS annual set rate.			
Total mileage:	402	X	\$0.670
Tolls:			Jan-24
			Total Mileage: \$ 269.34
			\$ -
<b>TOTAL COST :</b>			<b>\$ 1,487.34</b>
Account #: A1355.4			
Account Starting Balance: \$ 10,727.60			
Account Ending Balance: \$			

**Failure to properly fill out this form and submit a timely request may delay Board action and could negatively impact approval. Receipts must be submitted for reimbursement of expenses.**

HOTEL

Leah Cronin

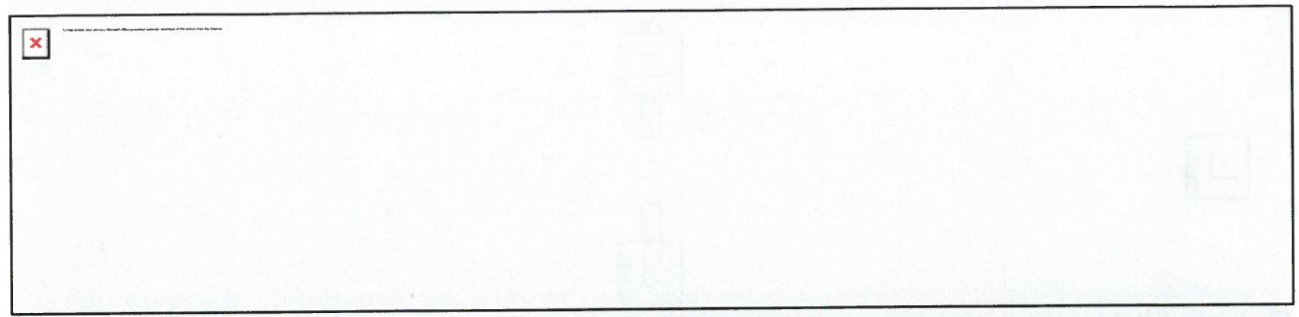
**From:** Hilton Garden Inn Confirmed <noreply@h6.hilton.com>  
**Sent:** Wednesday, June 5, 2024 1:40 PM  
**To:** Leah Cronin  
**Subject:** Your Jul-14-2024 Confirmation #3530905084

You don't often get email from noreply@h6.hilton.com. [Learn why this is important](#)



## See you soon, LEAH CRONIN

Your reservation for Jul-14-2024 has been confirmed.  
Confirmation #3530905084

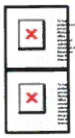


### Hilton Garden Inn Ithaca

130 E. Seneca Street  
Ithaca NY 14850 US  
[Maps & Directions>>](#)



+16072778900



### Your Room Information


**Guest Name:** LEAH CRONIN  
**Guests:** 1 Adult  
**Rooms:** 1  
**Room Plan:** 1 KING BED

**Your Rate Information** STATE GOVERNMENT

Rate per night



Map data ©2024 Google 10 mi

-  **via I-88 E**  
Fastest route, the usual traffic  
 This route has tolls.
- 3 hr 24 min**      201 miles
-  **via I-90 E**  
**3 hr 37 min**      208 miles

MILEAGE

# Leah Cronin

assessor@townofmoreau.org

^

Title	Municipality/Company
Assessor	Town of Moreau
Address	Cell Phone
351 Reynolds Rd	5182320973
Moreau, New York 12828	
USA	

## Agenda

Item	Date	Price
<b>Admission Item</b>		
4-day In-person Pass		\$380.00
<b>Sessions</b>		
Sunday Night Welcome	7/14/24, 5:30 PM -	Free
Reception and Dinner	7/14/24, 8:30 PM	
Introduction to	7/15/24, 9:00 AM -	Free
Commercial Valuation	7/16/24, 4:00 PM	
and Appraisal Critique		
Q&A Session	7/15/24, 5:00 PM -	Free
	7/15/24, 6:00 PM	
Tools & Resources of the	7/17/24, 9:00 AM -	Free
Tax Department's	7/18/24, 4:00 PM	
Website		

See you in...

## Tools & Resources of the Tax Department's Website

July 17, 2024 – July 18, 2024

9:00 AM-4:00 PMET

Campus: Mann Library, Room B30A/B

Learn more about the website's various tools and resources. Participants will better understand how to find and understand information, learn how to make complex exemption eligibility determinations, and conduct market research using SalesWeb and the Online Sales Report.

Students will learn the process on how to efficiently research the website's resources when faced with unusual exemption scenarios in order to make exemption eligibility decisions. Overview of the available resources: Assessor Exemption Manuals, the RPTL, Opinions of Counsel, and RAQs.

Overview of SalesWeb and discussion on Ratio Studies with demonstrations.

Explanation of the process of performing a Sales Comparison Approach (SCA) for common types of commercial properties.

Topics include:

- Discussion on when a Sales Approach is appropriate vs an Income Capitalization Approach or Cost Approach.
- Description of property characteristics that influence value for various types of commercial properties.
- How to identify potential comparables.
- Selecting the most comparable sales
- Use of a Sales Comparison Grid
- Explanation of the adjustment methodology
- Making a valuation conclusion
- This class would benefit newer assessors and more experienced professionals. Attendees need to have their NY. Gov ID: Username & Password to access the secure portion of the website.
- This class is held on the Cornell campus.
- 



- **J. Todd Wiley, IAO**
- Assessor
- Town of New Windsor

- 11 spots left

## Introduction to Commercial Valuation and Appraisal Critique

July 15, 2024 – July 16, 2024

9:00 AM-4:00 PMET

Campus: Mann Library, Room 160

This class is not equivalent to Commercial and Industrial Valuation and is not one of the required basic certification classes.

This two-day commercial valuation seminar introduces the concepts of commercial valuation and applies that knowledge to the critique of commercial appraisals. The concepts and topics of anticipation, cap rate development, income and expense analysis, lease interpretation, sales comparison approach, cost approach, and direct capitalization are presented. Students will apply this knowledge by reading, critiquing, and discussing two complex commercial appraisals used in actual tax appeals. It is suggested the students read annotated versions of the appraisals before coming to class. Copies of the appraisals will be provided in advance of the class.



**John Valente**

Northeast Regional Manager  
Tyler Technologies

8 spots left

# TOWN OF MOREAU

## Employee Training & Conference

### Reimbursement/Expense Worksheet (01/2023)

To be completed by *each* employee requesting to attend a conference

Employee Name:	Matthew Espey	Position:	Senior Assessment Clerk
Name of Conference:	Cornell Seminar on Professional Development		
Hosting Agency:	New York State Assessors Association		
Location:	Hotel Ithaca 222 S Cayuga St, Ithaca 14850		
Total Professional Development Hours To Be Earned:	28 hours		

### EXPENSES

Conference Registration Fee:	\$	400.00
Hosting organization membership fee (Annual dues):		
Cost for lodging per night:	\$ 139.00	X 4
(TB to est. Max. if not included)		\$ 556.00
		(# nights)
Cost of Coverage while position is unstaffed (if applicable):		

#### Meals & Incidental reimbursement (M&IE):

Meals will be reimbursed at the NYS rate, which is also the Federal rate. The Standard rate of \$59.00/day covers 3 meals per day. Meals that are offered through the hotel or the conference will not be reimbursed. It is expected the employee will take advantage of offerings included in registration fees. First and last days of M & IE will be reimbursed per meal (see rates below).

	Rate			Quantity	Total
Breakfast	\$ 13.00	*	X	4	\$ 52.00
Lunch	\$ 15.00	*	X	5	\$ 75.00
Dinner	\$ 26.00	*	X	5	\$ 130.00
Incidental	\$ 5.00	*	X	5	\$ 25.00

Total	\$ 59.00	SAMPLE - TB MAY ADJUST MAXIMUM DAILY ALLOWANCES/MEALS	Total M & IE:	\$ 282.00
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\*INDICATES MAXIMUM DAILY ALLOWANCE PER MEAL - ONLY ACTUAL COSTS WILL BE REIMBURSED.

#### Mileage: Reimbursed at IRS annual set rate.

Total mileage:	408	X	\$0.670	Total Mileage:	\$ 273.36
Tolls:	0		Jan-24		\$ -

**TOTAL COST : \$ 1,511.36**

Account #: A1355.4
Account Starting Balance: \$ 10,727.60
Account Ending Balance: \$

**Failure to properly fill out this form and submit a timely request may delay Board action and could negatively impact approval. Receipts must be submitted for reimbursement of expenses.**



**Rate per night**

14-Jul-2024 - 18-Jul-2024

139.00 USD

**Total for Stay per Room Rate**

**556.00 USD**

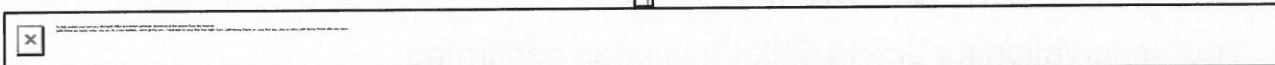
**Taxes**

100.08 USD

**Total price for Stay**

**656.08 USD**

 [Modify Your Reservation >>](#)



**Rate Rules and Cancellation Policy**

- There is a credit card required for this reservation.
- If you wish to cancel, please do by 11:59 p.m. on Jul-12-2024, to avoid cancellation penalty equal to the first night's room and tax.
- When you check in, a hold may be placed on your card for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out. Any such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.
- If the slider is used to select a Points and Money combination, that selection is final once your stay is booked.

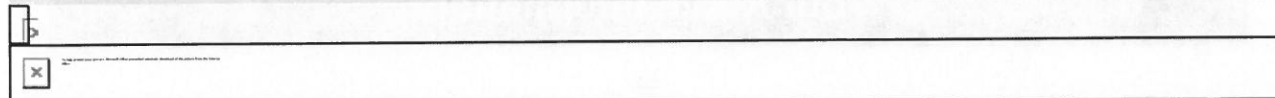
**Additional Information**



We are a smoke-free hotel

**Tax**

- 8.0% Per Room Per Night
- 5.0% Per Room Per Night
- 5.0% Per Room Per Night



Please do not reply to this email, as mail sent to this address cannot be answered. If you have questions please visit our [Customer Support](#) page and select the applicable contact method.

**Welcome Bonus Terms & Conditions**

Disclaimer: Room interior varies by hotel and the room booked may differ from room shown in this email.

\*Standard Wi-Fi is free for Hilton Honors members. Premium, if available, has a fee (except for Diamond members). Wi-Fi access is not free in meeting spaces or at properties with a resort charge.

\*\* Service of alcoholic beverages is subject to state and local laws. Must be of legal drinking age. Hilton Requests Upon Arrival(TM) items are subject to availability.

† Visit [Hilton.com/guarantee](https://www.hilton.com/guarantee) to learn more about our Best Price Guarantee.

Google Maps 222 S Cayuga St, Ithaca, NY 14850 to 17 Mc Hugh St, South Glens Falls, NY 12803 Drive 204 miles, 3 hr 29 min



mileage

**3 hr 29 min**

204 miles

**via I-88 E**

Fastest route, the usual traffic

This route has tolls.

**3 hr 41 min**

211 miles

**via I-90 E**

Map data ©2024 Google 10 mi

Add to Calendar

# Registration Summary

Review your registration information below

## Matthew Espey

assistantassessor@townofmoreau.org

Title Senior Assessment Clerk Municipality/Company Town of Moreau

Address 351 Reynolds Rd Cell Phone 5187921030  
 Moreau, New York 12828

USA

## Agenda

Item	Date	Price
<b>Admission Item</b> 4-day In-person Pass		\$400.00
<b>Sessions</b> Sunday Night Welcome Reception and Dinner	7/14/24, 5:30 PM - 7/14/24, 8:30 PM	Free
Data Collection	7/15/24, 9:00 AM - 7/18/24, 4:00 PM	Free
Q&A Session	7/15/24, 5:00 PM - 7/15/24, 6:00 PM	Free

registration

# Data Collection

class

x

July 15, 2024 – July 18, 2024 9:00 AM-4:00 PM ET

Cayuga Room, Hotel Ithaca

This seminar is designed to provide students with the practical procedures to address issues and characteristics common among most property types, along with lecture and discussion on the importance of proper data collection techniques for both residential and commercial real property and how property characteristics impact valuation. There will be "hands-on" instruction with respect to property inspection, building measurements, and collection of the relevant data through the use of GIS imagery and field trips to select property types. In addition to the "hands-on" instruction, there will be classroom exercises regarding proper completion of the property record card, data entry into RPS, and how to effectively use the data collection manual.

This class is not one of the required basic certification courses. It is not equivalent to Fundamentals of Data Collection.

Field trips may include walking. Please be sure that you can comfortably walk for at least one mile.



**William Purtell, IAO**  
Assessor  
Town of Glenville

18 spots left

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


RECEIVED BY  
JUN 04 2024  
TOWN OF MOREAU  
SUPERVISOR'S OFFICE

**Road Work:**

1. Patched roads with cold patch as needed townwide
2. Continued roadside sweeping & mowing around guide rails townwide
3. Tree trimming townwide for sight distance
4. Used pole saw to clean visibility around signs
5. South Rd. - ditch work
6. Reservoir Rd. & Selfridge Rd. - tree work
7. Butler Rd. - continued & completed black top, paved driveway aprons, shoulder work, & paving clean up
8. Clark Rd. - cut driveways

**Other Work:**

1. Water Department - tree work
2. Transfer station - continued repairs on cardboard recycling building
3. Rec. Department - hauled stone
4. Mowed landfill dome
5. Mowed Industrial Park
6. Completed townwide brush & limb pick up
7. Hauled scrap metal to recycling
8. Yardwork
9. Marked out driveways - Jan, Thomas, Terry

  
**Chris Abrams**  
**Highway Superintendent**

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

RECEIVED BY  
**JUN 10 2024**  
TOWN OF MOREAU  
SUPERVISOR'S OFFICE

1. Accepted recyclables from residents/nonresidents
2. Accepted trash from residents/nonresidents
3. Continued repairs on cardboard recycle building
4. Increase of \$8,912.00 in revenue from May 2023

Chris Abrams  
Highway Superintendent

---

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

---

RECEIVED BY  
JUN 07 2024  
TOWN OF MOREAU  
SUPERVISOR'S OFFICE

***Buildings & Grounds:***

Rec staff:

- Completed monthly playground inspection.
- Cleaned up boat launch weekly for garbage.
- Documented monthly townhall fire suppression system.
- Picked up garbage at Nolan Road and around industrial park.
- Hired two new employees.
- Helped Pine Knolls Alliance church with their field cleanup day.
- Power washed and cleaned bird feces and debris at townhall entrance
- Mowed all four cemeteries for Memorial Day.
- Cleaned out storage/garage at daycare for the gardeners and brought over all their equipment.
- Replaced water pipes in Legion bathroom.
- NYS Fire and Safety inspection at townhall
- Mowed the outside property/fields around townhall.
- Inspected and turned on all AC units at town hall.

***Sand Bar Beach:***

- Weekly checks on buildings and grounds.

***Harry J. Betar Recreation Park:***

Rec staff:

- Placed bases and raked all fields at the Quads for Varsity and JV to practice.
- Weekly painting of all soccer fields/softball/baseball/LAX fields.
- With the help BOCES with completion of the new baseball parking lot.

Getting field prepared daily for SGF girls' softball.

Replaced all the handicap parking signs at the Quads.

Held the Adirondack League championship games.

Held sectional game for SGF and Fort Edward.

Held Section 2 semi-final and finals games for classes B/C/D.

Held the annual BOCES rodeo at the park.

Met with Disc golf to help gameplan two holes that were destroyed/blocked by BOCES equipment.

Turned on and tested Splashpad.

Inspection and tested backflow preventor

NYS Fire and Safety inspection at girl's concession

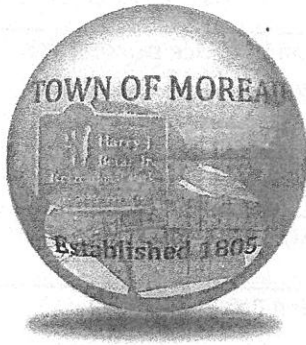
Installed 2 handicap signs at boy's little league

Hosted a boy's travel tournament over Memorial Day weekend.

Repaired and placed multiple split rails near Quads.

Met with TJ from Village DPW and repaired multiple irrigation issues.





**Town of Moreau**  
**Building and Zoning Dept.**

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

**Joshua Westfall, AICP**  
 Planning Building and  
 Development Coordinator

**Matt Dreimiller**  
 Building Inspector

**Pete Bachem**  
 Code Enforcement Officer

**MEMORANDUM**

RECEIVED BY  
**JUN 06 2024**  
 TOWN OF MOREAU  
 SUPERVISOR'S OFFICE

To: Supervisor Fish and Town Councilmen  
 CC: Elizabeth Bennett – Confidential Secretary; Katrina Flexon – Building Dept. Clerk.; File  
 From: Joshua Westfall, AICP – Building, Planning and Development Coordinator  
 Date: June 6, 2024  
 Re: Monthly Report for May 2024

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

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

**Board Meetings Held:**

PLANNING BOARD – April 15, 2024		
Applicant/Address	Application Type	Action Taken
1. SUBD 3-2024 - Hooper, James and Suzanne	Sketch Plan Review- Cluster Subdivision	The Planning Board found the Sketch Plan generally acceptable and directed the applicant to move forward with the development of a preliminary plat.
2. Planning Board Discussion	Discussion Item	The Planning Board discussed the development of a traffic study (or studies) for US-9; NY-197; Bluebird Road, and other adjacent thoroughfares. The Planning Board asked that the Building, Planning and Development Coordinator to amass the current traffic studies for their review. The Board stated they may be interested in making a recommendation to the Town Board for future traffic studies.
<b>NOTE:</b> A new Planning Board Secretary began at the 5/20/2024 Planning Board Meeting. Minutes were provided in a timely fashion after the meeting and are satisfactory after revision. The Board looks forward to having up to date minutes.		

<b>ZONING BOARD OF APPEALS (ZBA) – April 27, 2024</b>		
<b>Applicant/Address</b>	<b>Application Type</b>	<b>Action Taken</b>
1. Appeal No. 861 – Thomas and Virginia McGreevey	Area Variance	ZBA approved an Area Variance pursuant to §149-49 (Hudson River Shoreline Setback).
2. Appeal No. 864 – Erik and Holly Ayers	Area Variance	ZBA approved a lesser Area Variance request for 8' side yard as compared to 1' requested.
3. Appeal No. 865 - Steven Arnold	Area Variance	ZBA Approved the Area Variance for a side yard as requested.
NOTE: A new Zoning Board of Appeals Secretary began at the 5/22/2024 Zoning Board Meeting. Minutes were provided in a timely fashion and are being finalized.		
NOTE: Chairman Endal was unable to attend the ZBA meeting. Mr. Elms acted as Board Chair and led the meeting		

**Permits Reviewed:**

47 building and other (fence, chicken, etc.) permit applications received and reviewed for zoning compliance. Please see the Building Dept. May report, for a detailed breakdown of application types.

**Complaints/Enforcement Actions:**

Address unpermitted pool during CEO vacation. The resident did not realize a permit was required. Resident stopped work until permit can be obtained.

**See Code Enforcement Attachment.**

**Meetings**

- Steven Arnold 5/3/2024
- Blue Neils 5/7/2024
- Tammy Sutphin 5/8/2024
- Stormwater Meeting 5/9/2024
- Jeff Nicholson 5/9/2024
- Gina LeClair 5/10/2024
- Planning Board 5/20/2024
- Zoning Board 5/22/2024
- Mike Music 5/28/2024
- DEC- MS4 Meeting 5/29/2024
- CFA Meeting- Troy -5/30/2024
- Rich Harris, T/O Halfmoon 5/30/2024

**Zoning Task Force**

- Began Zoning Task Force Engagement
- Scheduled Zoning Task Force Kick-Off Meeting
- Researched industrial zoning in other municipalities.
- Researched suitable public outreach methods to discuss with Task Force.
- Began compiling presentation materials

**Chapter 124 Update – Highway Request**

- Reviewed Redlined Draft
- Discussed approval process with Town Counsel
- Revised and formatted attachments for inclusion in law.

**NYS DEC Stormwater**

- Had several calls with Cornell Cooperative Extension related to required updates.
- Resolution will be on for June meeting for storm water coordinator – a position required as part of the new SWMP requirement (MS4).

### Solar Law

- The Building, Planning and Development Coordinator has reviewed the first draft of a solar law and provided comments.
- Worked with Saratoga County on mapping of suitable locations for the establishment of an overlay district.
- Provided additional site-specific information to the County per their request with the assistance of the Town Assessor.

### Grants

- Attended CFA workshop in Troy hosted by Empire State Development.
- Spoke with NYSDOS related to grants
- Met with Gina LeClair on possible grant opportunity as discussed by Jim Martin at the TB workshop on 4/25/2024.
- Spoke with Chris Abrams re; Salt Shed Expansion; Spoke with NYSDEC and NYSDOS related to grants. NYSDOS – as Local Government Efficiency would pay up to 90% - grant round opens in Fall of 2024.
- **Saratoga County Grants Deadline Approaching: Economic Development Grant – June 21. Trails Grant – June 28.** The Town should apply for these funding opportunities as 10,000 has been allocated to each municipality upon successful completion of the application. The Building, Planning and Development Coordinator is in the process of determining suitable projects for both grants and will be discussing with the Supervisor's Office next week.

### Saratoga County Department of Health

The Town Board should be aware that Saratoga County has recently established a Department of Health. Though not fully set up, the Department has begun review on some items. Typically, this review would be left for NYSDOH- Glens Falls. Specifically, the County Department of Health is reviewing the following currently:

- |                              |                                  |
|------------------------------|----------------------------------|
| • Campgrounds                | • Protections Against Legionella |
| • Children's Camps           | • Rabies                         |
| • Clean Indoor Air Act       | • Swimming Pools                 |
| • Lead Poisoning             | • Temporary Residences           |
| • Migrant Farmworker Houring | • Tobacco Enforcement            |
| • On-Site WW Treatment       | • Water Supply Protection        |

They will eventually have purview over all items currently reviewed by NYSDOH- Glens Falls including:

- |                               |                           |
|-------------------------------|---------------------------|
| • Fairgrounds                 | • Mobile Home Parks       |
| • Bathing Beaches             | • Nuisance Complaints     |
| • Food Service Establishments | • Realty Subdivisions     |
| • Indoor Tanning              | • Temporary Food Services |

The Building Department is working with applicants and the County to determine the appropriate reviewing agency. The Building, Planning and Development Coordinator has discussed review requirements and timelines with County Health as well as County Planning. The County has been most helpful.

**DEED OF DEDICATION OF BLUEBIRD VILLAGE PUMP STATION**

**THIS INDENTURE**, Made this \_\_\_\_ day of May, 2024.

**BETWEEN,**

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

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

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

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

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

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

And the party of the first part covenants as follows:

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

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

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

**BLUEBIRD VILLAGE LLC**

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

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

By: \_\_\_\_\_  
Richard P. Schermerhorn, Jr., President

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

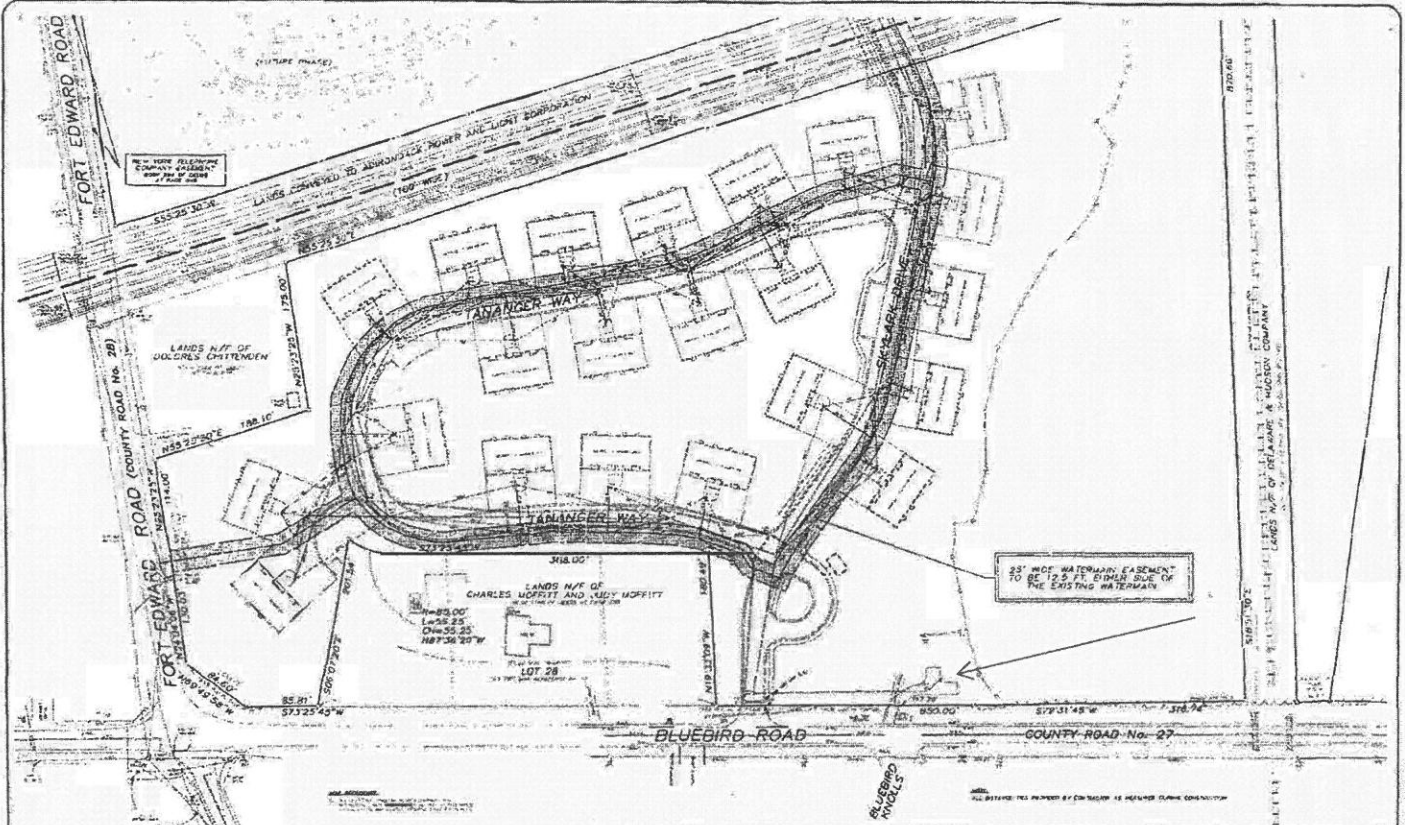
On the \_\_\_\_ day of May in the year of 2024 before me, the undersigned, personally appeared Richard P. Schermerhorn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that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

\_\_\_\_\_  
Notary Public

# BLUEBIRD VILLAGE PUMP STATION



BLUEBIRD ROAD, SOUTH GLENS FALLS NY 12803



**NOTES**

1. SEE RELEVANT ZONING ORDINANCES AND ANY OTHER APPLICABLE REGULATIONS.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.
3. ALL DISTANCES ARE MEASURED BY CENTERLINE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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49. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE SPECIFIED.
50. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

SCALE: 1" = 20'	DATE: P.L.S. 28-10	SHEET NO.	<b>APARTMENT COMPLEX</b> <b>BLUEBIRD VILLAGE - PHASE 1</b> APPLICANT/OWNER: SCHERMERHORN RESIDENTIAL HOLDINGS LP TOWN OF MOREAU ENVIRONMENTAL DESIGN PARTNERSHIP, LLP 808 ROUTE 140 CLIFTON PARK, N.Y. 12018 (518) 371-7511 CONSULTING LANDSCAPE ARCHITECTURE LAND SURVEYING
<b>SHEET TITLE</b> 20' WIDE WATERMAIN EASEMENT TO TOWN OF MOREAU SHEET NO. 1			

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 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PARKWAY UNLESS OTHERWISE SPECIFIED.  
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE SPECIFIED.  
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

December 23, 2008

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

**SEWER DISTRICT 1 – EXTENSION 2:**

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

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

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

Roll call vote resulted as follows:

Councilman Kusnierz Yes

Councilman Cumm Yes

Councilman Prendergast Yes

Councilwoman LeClair Yes

Supervisor Jenkins Yes

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

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

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

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

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

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

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

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

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

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



December 23, 2008

interest; and

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

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

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

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

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

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

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

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

Office of the State Department of Audit and Control.

Roll call vote resulted as follows:

Councilman Cumm Yes

Councilman Prendergast Yes

Councilwoman LeClair Yes

Councilman Kusnierz No

Supervisor Jenkins Yes

JOE Patrocke



Division of Charitable Gaming

BC-4 Findings and Determination for Bingo License

Bingo Identification Number: 41-215-899-08474 Municipal License Number: 2024-02

Name of Municipality: Town of Moreau County: Saratoga

Name of Organization: Civic Center of Moreau, Inc d/b/a Moreau Community Center

Address: 144 Main St. So. Glens Falls, NY 12803

After investigation and a hearing, if required under Section 482 of the General Municipal Law, the following findings and determinations have been made:

1. All the members designated in the application to conduct bingo are of good moral character and have never been convicted of a crime. [X] yes \_\_\_ no

Signature of Person Conducting Investigation [Signature] Title FINANCE MANAGER

- 2. Applicant is a qualified authorized organization as defined in the Bingo Licensing Law. [X] yes \_\_\_ no
3. All the members designated in the application to conduct games are bona fide active members of the applicant organization. [X] yes \_\_\_ no
4. The premises presently owned or occupied by the applicant are in every respect adequate and suitable for conducting bingo games. [X] yes \_\_\_ no
5. The bingo games are to be conducted in accordance with the provisions of the Bingo Licensing Law, the Rules and Regulations of the Gaming Commission and local ordinances. [X] yes \_\_\_ no
6. The entire net proceeds are to be devoted to exclusively to one or more of the "lawful purposes" as defined in the Bingo Licensing Law and the Rules and Regulations of the Gaming Commission. [X] yes \_\_\_ no
7. There is satisfactory proof that no commission, salary, compensation, reward or recompense will be paid or given to any person for conducting the games or assisting therein, except to the extent authorized by the Bingo Licensing Law and the Rules and Regulations of the Gaming Commission. [X] yes \_\_\_ no
8. There is satisfactory proof that the type and value of prizes offered and given will be in accordance with the provisions of the Bingo Licensing Law. [X] yes \_\_\_ no
9. If applicable, the rent to be paid to an authorized bingo lessor is reasonable and does not exceed that established by the Gaming Commission. [X] yes \_\_\_ no
10. Other findings: (Specify)

TO BE COMPLETED BY MUNICIPAL CLERK:

As a result of the findings and determinations stated above, license is: GRANTED \_\_\_ DENIED \_\_\_

Filing date of Application: Signature of Authorized Officer: (Municipal Licensing Authority)

Date: Title:

ONE COPY OF THIS FORM TOGETHER WITH TWO COPIES OF FORMS BC-2, 2A AND 2B, MUST BE RECEIVED BY THE NYS GAMING COMMISSION PRIOR TO THE FIRST AUTHORIZED OCCASION.



# Gaming Commission

## Division of Charitable Gaming

### BC-5 License to Conduct Bingo Games

Bingo Identification Number: 41-215-999-08474

This License Must Be  
Conspicuously Displayed  
During Conduct of Games

Municipal License Number: 2024-08 Amount of Fee Paid: \$ 412.50

Name of Organization: Civic Center of Moreau Inc. / dba Moreau Community Center

Address of Organization: 144 Main Street South Falls 12803  
Street Address City/Town/Village Zip Code

Address Where Games will be Conducted: 90 Saratoga Ave. South Falls 12803  
Street Address City/Town/Village Zip Code

#### Names of Members in Charge

Donna Nichols / Maria O'Sier

Jennifer Rich

Cheryl Sawyer / Cynthia Bennett

Nancy Douglas

DATE	DAY OF WEEK	NO. OF GAMES	HOURS	DATE	DAY OF WEEK	NO. OF GAMES	HOURS
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Entire Net Proceeds to be devoted to the following specific lawful purpose(s):

Value and type of prizes to be awarded. (If cash prize is given, write "Cash".)

DATE	PRIZE	AMOUNT	DATE	PRIZE	AMOUNT
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

#### TO BE COMPLETED BY MUNICIPAL CLERK:

Issued by: \_\_\_\_\_  
(Name of Municipality)

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

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

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

GAMES SHALL BE PLAYED IN ACCORDANCE WITH STATE LAWS AND RULES AND LOCAL ORDINANCES OR LAWS



Division of Charitable Gaming

BC-2B Application for Bingo License

Name of Organization: CIVIC CENTER OF MOREAU, INC  
d/b/a MOREAU COMMUNITY CENTER

Bingo Identification Number: 41-215-899-08474 Date: 6/3/24

SCHEDULE 5: DATES, HOURS AND RENT OF GAMES (List dates and hours when games are to be held)

DATE	HOURS	RENT
07/04/24	NO am/pm - BINGO am/pm	\$ 50 ea session
07/11/24	5:00 am/pm - 10:00 am/pm	\$
07/18/24	5:00 am/pm - 10:00 am/pm	\$
07/25/24	5:00 am/pm - 10:00 am/pm	\$
08/01/24	5:00 am/pm - 10:00 am/pm	\$
08/08/24	5:00 am/pm - 10:00 am/pm	\$
08/15/24	5:00 am/pm - 10:00 am/pm	\$
08/22/24	5:00 am/pm - 10:00 am/pm	\$
08/29/24	5:00 am/pm - 10:00 am/pm	\$
09/05/24	5:00 am/pm - 10:00 am/pm	\$
09/12/24	5:00 am/pm - 10:00 am/pm	\$
09/19/24	5:00 am/pm - 10:00 am/pm	\$
09/26/24	5:00 am/pm - 10:00 am/pm	\$
10/03/24	5:00 am/pm - 10:00 am/pm	\$
10/10/24	5:00 am/pm - 10:00 am/pm	\$
10/17/24	5:00 am/pm - 10:00 am/pm	\$
10/24/24	5:00 am/pm - 10:00 am/pm	\$
10/31/24	5:00 am/pm - 10:00 am/pm	\$
11/7/24	NO BINGO am/pm - CHURCH'S am/pm CRAFT FAIR	\$
11/14/24	5:00 am/pm - 10:00 am/pm	\$
11/21/24	5:00 am/pm - 10:00 am/pm	\$
11/28/24	NO BINGO am/pm - THANKSGIVING	\$
12/05/24	5:00 am/pm - 10:00 am/pm	\$
12/12/24	5:00 am/pm - 10:00 am/pm	\$
12/19/24	5:00 am/pm - 10:00 am/pm	\$
12/26/24	NO BINGO am/pm - CHRISTMAS HOLIDAY	\$
01/02/25	NO BINGO am/pm - NEW YEARS HOLIDAY	\$
/ /	: am/pm - : am/pm	\$
/ /	: am/pm - : am/pm	\$
/ /	: am/pm - : am/pm	\$
/ /	: am/pm - : am/pm	\$
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/ /	: am/pm - : am/pm	\$
/ /	: am/pm - : am/pm	\$
/ /	: am/pm - : am/pm	\$

**SCHEDULE 6:**

**PRIZES**

Describe all prizes to be awarded at all games listed in Schedule 5. If prize is donated, so indicate and estimate its retail value.

DESCRIPTION OF PRIZE (If paid in cash, write "CASH".)	RETAIL VALUE OF PRIZE	COST TO LICENSEE
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

*See attached*

**SCHEDULE 7:**

**EXPENSES**

List items of expense to be incurred, and the names and addresses of vendors.

ITEM OF EXPENSE	VENDOR NAME	ADDRESS	CITY	ZIP
BINGO SUPPLIES	Thom Norton Co.	PO Box 217	BINGHAMTON, NY	13903-0217
Advertising	The Post Star	P.O. Box 4690 Carol Stream, IL		60197-4690

**MOREAU COMMUNITY CENTER BINGO**

**IF ATTENDANCE IS UNDER 70**

**GAME 3,5,7,9 AND 11 WILL PAY \$75.00**

**GAME #1 PROGRESSIVE COVERALL beginning at 6:30 PM. 45 numbers pre-drawn.**

**75% payout if jackpot is won within the allotted progressive number. 50% payout if not won within the progressive number. If not won within progressive number, the number will increase by one the next week. Once the jackpot has been won, the starting number will revert to 48 and the carry-over money back to 0.**

<b>GAME #2</b>	<b>BLUE BORDER CARD – REGULAR BINGO OR 4 CORNERS CONTINUE ON TO DIAMOND IN A BOX</b>	<b>\$50.00</b>
<b>GAME #3</b>	<b>ORANGE BORDER CARD – 9 PACK</b>	<b>\$50.00</b>
<b>GAME #4</b>	<b>GREEN BORDER CARD – REGULAR BINGO OR 4 CORNERS CONTINUE ON TO DOUBLE BINGO</b>	<b>\$100.00</b>
<b>GAME #5</b>	<b>YELLOW BORDER CARD – LARGE DIAMOND</b>	<b>\$50.00</b>
<b>GAME #6</b>	<b>AQUA BORDER CARD – 50-50 SPLIT POT - NUMBER 7 PRIZE TO BE DETERMINED</b>	<b>\$100.00</b>

**INTERMISSION**

<b>GAME #7</b>	<b>PINK BORDER CARD – DOUBLE POSTAGE STAMP</b>	<b>\$100.00</b>
<b>GAME #8</b>	<b>GREY BORDER CARD – REGULAR BINGO OR 4 CORNERS CONTINUE ON TO INSIDE PICTURE FRAME</b>	<b>\$50.00</b>
<b>GAME #9</b>	<b>OLIVE BORDER CARD – FLYING KITE</b>	<b>\$50.00</b>
<b>ALL BELL JAR TICKET WINNERS MUST BE TURNED IN BEFORE END OF GAME #10</b>		
<b>GAME #10</b>	<b>BROWN BORDER CARD – INSIDE OR OUTSIDE 4 CORNERS CONTINUE ON TO LETTER X</b>	<b>\$100.00</b>
<b>GAME #11</b>	<b>RED BORDER CARD – DOUBLE BINGO FOUR CORNERS CAN COUNT AS 1 BINGO</b>	<b>\$50.00</b>
<b>GAME #12</b>	<b>YELLOW BORDER CARD – 60-40 SPLIT POT – LETTER M PRIZE TO BE DETERMINED</b>	<b>\$100.00</b>
<b>GAME #13</b>	<b>PURPLE BORDER CARD – COVERALL PAYOUT 121+ PEOPLE \$600.00, 101-120 PEOPLE \$500.00, 80-100 PEOPLE \$400.00, UNDER 80 PEOPLE \$250.00</b>	

**\*\* MULTIPLE GAME WINNERS WILL SHARE PRIZE MONEY FOR THAT GAME.**



# Gaming Commission

## Division of Charitable Gaming

### BC-2: Application for Bingo License

**Instructions:** Please file three signed copies with municipality.

BINGO IDENTIFICATION NUMBER: 41-215-899-08474 MUNICIPALITY: TOWN OF MOREAU

#### PART A. GENERAL

1. Name of Organization: CIVIC CENTER OF MOREAU, INC  
d/b/a MOREAU COMMUNITY CENTER

2. Street Address of Organization:  
144 MAIN ST. SO. GLENS FALLS 12803  
*Street Address City/Town/Village Zip Code*

3. Has applicant ever been denied a bingo license? \_\_\_ Yes  No If "yes", why?

4. Check type of organization and, if applicable, give the State and date of incorporation.

Corporation	<input checked="" type="checkbox"/>	State Incorporated	_____	Date	<u>4/1976</u>
Incorporated Association	_____	State Incorporated	_____	Date	_____
Unincorporated Association	_____	State Incorporated	_____	Date	_____
Individual	_____	State Incorporated	_____	Date	_____

5. Did your corporate status change since your identification number was assigned? \_\_\_ Yes  No

6. Are you doing business under a trade name?  Yes \_\_\_ No If "yes", under what name? MOREAU COMMUNITY CENTER

#### PART B. LOCATION OF GAMES

7. Address where bingo games are to be conducted.

80 SARATOGA AVE SO. GLENS FALLS 12803  
*Street Address City/Town/Village Zip Code*

8. Name and address of authorized games of chance lessor or authorized organization renting premises to applicant:

St. MICHAEL'S CHURCH 80 SARATOGA AVE SO. GLENS FALLS 12803  
*Name Street Address City/Town/Village Zip Code*

9. Does the applicant own the premises? \_\_\_ Yes  No

10. Capacity for public assembly of premises presently owned or occupied. \_\_\_\_\_

11. Have premises been regularly used?  Yes \_\_\_ No If "yes", how long? 2010  
Has bingo ever been played on these premises?  Yes \_\_\_ No

12. Are the premises or any part thereof where bingo is to be played licensed by the State Liquor Authority?

\_\_\_\_ Yes  No If "yes", state the type of license and number \_\_\_\_\_

13. Has such license ever been revoked or suspended? \_\_\_\_ Yes  No If "yes", explain why.

**PART C. PURPOSE OF GAMES**

14. State the specific purposes for which the entire net proceeds are to be devoted and in what manner.

To assist in paying general operating costs of center (utilities, general improvements, etc.)

I swear (or affirm):

- 1. That ALL the attached Schedules are a material part hereof and are incorporated herein as if set out in full in the application. All the answers contained in this application are a material part hereof.
2. That the entire net proceeds of all games of chance shall be devoted exclusively to one or more of the "lawful purposes" as defined in the Bingo Licensing Law and the Rules and Regulations of the NYS Gaming Commission.
3. That for each license period for which a license is sought, one or more of the active members under whose supervision the games are to held, operated and conducted, who is familiar with the Bingo Licensing Law, the Rules and Regulations of the NYS Gaming Commission and local licensing ordinances or laws, will be present at all times, in charge and primarily responsible for the conduct of the games.
4. That the undersigned will be responsible for the holding, operation and conduct of all bingo games in accordance with terms of the license, the provisions of the Bingo Licensing Law, the Rules and Regulations of the NYS Gaming Commission and with the provisions of the local licensing ordinances or laws.
5. That the undersigned has read and is familiar with the provisions of the Games of Chance Licensing Law, the Rules and Regulations of the NYS Gaming Commission, and the local licensing ordinances or laws.
6. That no prize greater in amount or retail value than \$5,000 will be awarded in any single game, and that the aggregate of all prizes given in all games conducted on a single occasion, excluding "early bird" prizes, will not exceed the sum or retail value of \$15,000.
7. That no commissions, salary, compensation, reward or recompense will be paid to any person for holding or assisting in the operating or conducting of the games, except to bookkeepers or accountants for professional service in an amount not exceeding that fixed by the NYS Gaming Commission.

Signature of Head of Organization: [Signature]
EXECUTIVE DIRECTOR
Print Title

Donna C. Nichols
Print Name
6/4/24
Date

Donna Nichols being duly sworn and says that he/she is the person above named, that he/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 4th day of June, 2024

[Signature] (Signature of Applicant)
[Signature] (Signature of Notary Public)

**NOTARY STAMP**

KARA GUTOWSKI
Notary Public, State of New York
No. 01GU6417779
Qualified in Washington County
Commission Expires 05/24/2025