

Town of Moreau
SARATOGA COUNTY, NEW YORK

Map, Plan and Report
Sewer District Consolidation
May 2021

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I. EXECUTIVE SUMMARY

This Map, Plan, and Report was commissioned by the Town of Moreau Town Board to evaluate the feasibility of and assist with consolidating the existing sewer districts in the Town that complicate budgeting, accounting, operation, and management.

Currently, the Town of Moreau operates seven (7) sewer districts and provides sewer services to outside users. The districts, although named as extensions, are treated as independent districts, with some users paying based on water use, by the number of EDUs, or based on a combination of property value, acreage, and water use. Of the seven operating districts, only a single district is paying towards debt service. Under the current rate strategies, the cost per gallon discharged varies significantly. For example, some users in Extension 1 paid \$3.47 per 1,000 gallons, while users in the Harrison Place Extension paid \$9.59/1,000 gallons.

This report examines the following three alternative options for District Consolidation:

- Unconsolidated District, Multiple Rate Strategies (Do Nothing Alternative)
- Consolidated District - Ad Valorem Method
- Consolidated District - EDU Method

The first option discusses a do-nothing alternative. Under this option, sewer districts would continue to operate individually and would continue paying similar rates as they pay now. This option would not share the debt accrued by other districts, although financed improvements benefit the entire system. Furthermore, this alternative does not address inequitable rates. Therefore, this was not found to be a preferred option.

The second and preferred option is the Ad Valorem method. Under this alternative, all sewer districts and outside users would be consolidated into a single consolidated Sewer District. All benefitted properties within the District would contribute to debt service based on the assessed value and acreage of the parcel. Properties would contribute to system-wide Operation and Maintenance (O&M) costs based on the assessed value of the property. Users would also pay a usage fee based on their water consumption or metered discharge if so equipped. Consolidation of the sewer districts would also simplify billing and management by utilizing a single rate strategy and billing frequency. This option was found to be the preferred alternative since it addresses the issues associated with current billing practices and provides the most equitable billing rates without inhibiting industrial and commercial growth.

A third option was reviewed, which uses a rate strategy based on the number of EDUs to pay towards debt service, and metered water consumption to bill for O&M. This method would form a consolidated sewer district which requires that debt service be shared amongst all in-district properties, including vacant lands, as well as simplify management of the system. However, it was found that this strategy could potentially limit industrial growth in the area since these rates would significantly increase rates for industrial users.

II. INTRODUCTION

This Map, Plan, and Report is intended to study the feasibility of sewer district Consolidation options and to assist with the final Sewer District consolidation.

The Town of Moreau sewer system is comprised of seven (7) individually created Sewer Districts and three (3) contract users. Although the districts were named “extensions”, the Town’s Special District Council has determined that in the absence of consolidation documentation, these seven districts must be treated separately under New York State Law.

Currently, the Town operates its existing sewer system as if they were seven (7) individual Sewer Districts. Rates differ from District to District. Each district customer pays the Town of Moreau, and the Town pays the City of Glens Falls for disposal. Each District is responsible for costs associated with the operation and maintenance of its individual collection system, even though the original sewer District No. 1 was created using Town funds and benefits the entire collection system.

III. EXISTING FACILITIES

1. General

A map of the sewer districts can be found in Appendix A.

The districts cover a total area of approximately 922 acres and encompass about 122 parcels.

2. Disposal Means

The Town of Moreau disposes of wastewater through an intermunicipal agreement with the City of Glens Falls. Based on 2020 billing records from the Town, 26,227,983 gallons of wastewater was treated by the City for a total cost of \$66,031 or about \$2.52 per 1,000 gallons. The intermunicipal agreement between the Town and City establishes that the Town pays a reconstruction fee and an operation and maintenance charge. The reconstruction fee is the greater of \$5,000 or 5% of the annual operation and maintenance charge. The operation and maintenance charge compares flows received from the Town against total flows at the City plant to determine the Town's appropriate share of the annual operation and maintenance for the City's wastewater treatment plant according to the following calculation:

$$\$ = \frac{1.2 \cdot M \cdot J}{A} \times \frac{\frac{BOD}{200} + \frac{TSS}{200} + \frac{TKN}{40}}{3}$$

Where:

$\$$ = Town's annual cost.

M = the total operating and maintenance costs, including allocated administration and employee benefit costs, incurred by the City for the wastewater disposal plant, reduced by any Federal and State aid and contributions by industrial contract users received by the City for these costs.

A = the total annual plant flow minus the flow of any industrial contract user.

J = Town of Moreau flow, calculated monthly and totaled annually.

BOD = mg/l BOD_5 , monthly average for Town flow

TSS = mg/l TSS, monthly average for Town flow

TKN = mg/l TKN, monthly average for Town flow and if $\frac{\frac{BOD}{200} + \frac{TSS}{200} + \frac{TKN}{40}}{3} < 1.0$, use 1.0

The current agreement with the City of Glens Falls allows for Moreau to discharge up to 190,000 gallons per day (GPD). The agreement also stipulates the maximum monthly arithmetic mean (MAM) biological oxygen demand (BOD), total suspended solids (TSS), total Kjeldahl nitrogen (TKN) of the wastewater the Town is entitled to discharge. Table 1 presents the maximum allowable contributions.

Table 1: Maximum MAM Contributions

	Maximum MAM Daily Concentration (mg/L)	Maximum MAM Daily Pounds
BOD	200	542.1
TSS	200	542.1
TKN	40	108.5

The purchase option in the intermunicipal agreement with the City of Glens Falls is set to expire in June 2021. The intermunicipal agreement, as well as agreements for District Extensions, are included in Appendix B.

3. Existing Conditions

The intermunicipal agreement between the Town and the City allows for the discharge of up to 190,000 GPD of wastewater. It allows for the purchase of an additional 1,000,000 GPD “Reserved Capacity” at the WWTP for a current date adjusted cost of about \$3.39 per gallon for a total cost of \$3.4 million if completed before June 1, 2021. Such a purchase would be difficult to justify due to the lack of need for such a large volume at this time. The City and Town are currently negotiating an extension to the purchase agreement. The Town may also benefit from evaluating the feasibility of a connection to either the Saratoga County or Washington County sewer system.

Data logs from the master sewer meter that measures discharge to the City show a peak average daily flow for any month was about 77,800 GPD which is below the 190,000 GPD available to the Town. However, flows are expected to increase substantially over the next 12-24 months as District 1, Extension 5, and other approved development projects connect to the system, some of which are currently being constructed.

The existing sewer collection network is in good condition. Gravity sewers are used in all but one of the districts to collect and transport wastewater to the District's lift station(s). District No. 1 Extension 5 uses a low-pressure sewer (LPS) collection system which discharges to a lift station. Sewer forcemains convey wastewater from the lift stations to the Moreau Industrial Park 8-inch forcemain, which transports wastewater to the City’s wastewater treatment facility (WWTF). Private lift stations are equipped with radio telemetry and pump controls so that they discharge to the forcemain only when the Industrial Park lift station is not active.

The City of Glens Falls operates a 9.5 million gallon per day (MGD) WWTF employing the activated sludge process. The existing hydraulic loading at the plant is reported to be approximately 4.5 MGD.

4. Sewer District Formation Records

Town of Moreau Sewer Districts were created based upon the following Engineering Reports prepared for each District. The reports are incorporated herein by reference only, however, the cover sheet of each report are included in Appendix C:

- Sewer District No. 1 – Moreau Industrial Park

Map, Plan, and Report for Formation of Sewer District No. 1 Town of Moreau Industrial Park”, Stearns & Wheeler, LLC, 1998.

The District is bordered by the Hudson River to the east, Sisson Road to the west, and an unnamed tributary of the Hudson River to the north. The District contains 28 parcels and is approximately 243 acres. The report anticipated the average daily wastewater flow generated by the industrial park to be 150,000 GPD and the peak hourly flow to be 243 GPM. The District owns and operates one lift station, 2,100 feet of 8-inch gravity sewer, and 17,100 feet of 8-inch forcemain. The average discharge rate from the lift station is estimated to be 14,500 GPD.

- Sewer District No. 1 Extension No. 1 – Leonelli Apartment Complex
“Extension #1 of Sewer District #1 Sewer District Formation”, Garry R. Robinson, P.E., 2008
Extension No. 1 is located in the vicinity of Harrison Avenue and Sisson Road intersection. The District contains two parcels, approximately 50.86 acres in total. The district services 384 apartments of one and two bedrooms. The report estimated an average daily flow of 38,400 GPD and a peak hourly flow of 107 GPM. The report estimated an average BOD₅ loading of 164 lbs BOD₅/day and an average TSS loading of 192 lbs suspended solids/day. Leonelli Apartment Complex owns and operates two lift stations, an 8-inch gravity collection system, and 2,000 feet of 8-inch forcemain. In August 2008 the Town purchased an additional 40,000 GPD to accommodate Extension No. 1 wastewater flows.
- Sewer District No. 1 Extension No. 2 – Bluebird Village Apartments
“Extension No. 2 Sewer District No. 1 to Serve Bluebird Village Apartments”, Environmental Design Partnership, LLP, 2008
The District is located in the northeast quadrant of the intersection of Bluebird Road and Fort Edward Road. The District contains one parcel approximately 40 acres in size. The District services 244 two and three-bedroom apartments. The report estimated an average daily flow of 30,000 GPD, a peak hourly flow of 84 GPM, an estimated average BOD₅ loading of 50 lbs. BOD₅/day, and an average TSS loading of 60 lbs. suspended solids/day. Bluebird Village Apartments own and operate one lift station, an 8-inch gravity collection system, and a 6-inch forcemain. A 2,500 ft, 6-inch forcemain was installed by the Developer and is now owned and operated by the Sewer District.
- Sewer District No. 1 Extension No. 3 – The “Nest”
“Map Plan and Report for Sewer District #1 Extension #3”, ABD Engineers & Surveyors, 2012
The District is located in the southwest quadrant of the intersection of Bluebird Road and Sisson Road. The District contains one parcel, approximately 26.6 acres in size. The parcel is broken into four lots. Lot 1 (Home of the Good Shepard) is a 64 unit senior assisted living building. Lot 2 is a 64 unit senior assisted living building. Lot 3 is a 94 unit subsidized senior apartment building, 70% of which are single bedroom units and 30% are two bedrooms. Lot 4 services a 100 unit market-rate senior apartment building, 70% of which is single bedroom units and 30% are two bedrooms. The report estimated an average flow of 38,640 GPD and establishes that the Developer owns and operates a gravity collection system and 2,100 feet of an 8-inch forcemain to be turned over to the Town, neither of which have been installed to date. There was an escrow deposit made to the Town to ensure the installation of the 8-inch forcemain and creation of a sewer district as set forth in the Planned Unit Development ordinance for this parcel. Still, there is no record of the Town Board officially creating the District.
- Sewer District No. 1 Extension No. 3 – Harrison Place Apartments
“Extension No. 4 Sewer District No. 1 to Serve Harrison Place Apartments”, Environmental Design Partnership, 2012

The District is located on the south side of Harrison Avenue, approximately one-tenth of a mile east of the intersection with Van Buren Street. The District contains one parcel approximately 3.19 acres in size. The District serves 26 apartments (66 bedrooms). The report estimated an average flow of 3,300 GPD and a peak hourly flow of 9 GPM. The report estimated an average BOD₅ loading of 5 lbs. BOD₅/day and an average TSS loading of 6 lbs. suspended solids/day. Harrison Place owns and operates two lift stations, a gravity collection system, and a 2-inch forcemain.

- Sewer District No. 1 Extension No. 4 – Harrison Quarry/Bluebird Trace Apartments
“Sewer District No. 1, Extension No. 4 to Serve Harrison Quarry/Bluebird Trace Apartment Projects”, Environmental Design Partnership, 2014
The District is located west of the intersection of Bluebird Road and Harrison Road. The District contains three parcels totaling approximately 23 acres. The District will serve 29 four-unit apartment buildings and a 70 unit senior living building. The report estimated an average daily flow of 24,000 GPD and a peak hourly flow of 68 GPM. The report estimated an average BOD₅ loading of 46 lbs. BOD₅/day and an average TSS loading of 57 lbs. suspended solids/day. Harrison Quarry/Bluebird Trace Apartments own and operate one lift station and a gravity collection system. A 2,300 ft, 6-inch forcemain was installed by the Developer and is now owned and operated by the Sewer District.
- Sewer District No. 1 Extension No. 5
“Map, Plan and Report Sewer District No. 1 Extension 5”, Laberge Group, 2018, amended 2019
Part of the District is located along Route 9 from Northway Exit 17 to approximately 1,500 feet south of Butler Road. The other area of the District is located on Bluebird Road to serve a single parcel known as Bluebird Terrace Mobile Home Park. The District is approximately 535 acres, and the District services three mobile home parks (MHP) and 84 commercial properties. The Bluebird Terrace MHP contains 40 homes, the Lamplighter MHP contains 400 homes, and the Pines MHP contains 35 homes. The report estimated an average flow of 68,500 GPD with a projected use of an additional 54,000 GPD. When completed, Extension No. 5 will own and operate one lift station, grinder pumps, 2 to 4-inch LPS pipe, and a forcemain. However, grinder pump ownership and maintenance responsibilities will revert to the landowner after 30 years.
- Contract Users:
There are three users that have contracts with the Town for wastewater disposal, which include a single-family home, one two-family home, and an assisted living center. The assisted living center is west of the intersection of Bluebird Road and Sisson Road. Both residential properties are located at the intersection of Fawn Road and Saratoga Road. The assisted living center is located within the District that was to be formed as “Sewer District No. 1 Extension No.3 – The Nest.”

IV. EXISTING DISTRICT DEBT

District No. 1 and District No.1 Extension 5 are the only sewer districts that were created using public funds and debt. District No. 1 was created as a Town project at the Town’s Industrial Park and funded by taxpayers to promote economic development. The debt for this system has been paid off. District No. 1 Extension 5 is currently the only sewer district that has remaining debt.

District 1 Ext. 5 received a \$4 million grant and was approved for a zero-interest loan up to \$12 million for construction of District 1 Ext. 5.

District 1, Extension 5 Debt Summary

Issuance Year:	2017
Bond/Note Holder:	NYS EFC
Annual Debt Service Budget:	\$400,000
Outstanding Balance:	\$12,000,000
Interest Rate:	0%
Maturity Date:	December 2052 (estimated)

The remaining districts described in Section III are private development projects that were self-financed. These projects pump sanitary sewer wastes into the forcemain owned and operated by District No. 1, with most developments benefitted by reserve capacity allocated initially to District 1.

V. OPERATION AND MAINTENANCE

The 2020 combined operational expenses for the sewer districts were \$108,801.28. Note that this amount does not include O&M costs for Sewer District 1 Ext. 5 since this District is under construction at the time of this report. For the purposes of this report, O&M expense for this District is estimated at \$169,000 as identified in the Sewer District No. 1 Ext. 5 Map, Plan and Report Addendum 1. Therefore, the total O&M cost for the consolidated sewer district is estimated to be \$280,000. Revenues will be generated through sewer billing and will cover these costs in full.

The Town of Moreau takes on the operation and maintenance responsibility of the Town-owned infrastructure within the sewer districts. Private developments are responsible for the operation & maintenance of their own infrastructure up to its connection to the public system. Consolidation of the sewer districts will likely slightly reduce the operation and maintenance costs as consolidation would reduce the time needed for tasks such as tracking system costs and billing.

VI. SEWER USE

It is assumed that the sewer use is equal to the water use at each parcel. A notable exception is Spurlock Adhesive, located in the Moreau Industrial Park. This user has a much higher annual water consumption than sewer discharge since a large portion of the water used is included in their product and shipped off-site. Therefore, this property is equipped with a sewage flow meter to bill them for the sewage disposal volume accurately. For all other parcels, the sewer use can be estimated as equivalent to the water consumption.

During 2020, the properties within the existing sewer districts discharged approximately 26.2 million gallons of wastewater. Flow from District 1, Extension 5 is expected to be about 20.4 million gallons annually. Therefore, the annual flow can be estimated as 46.6 million gallons.

VII. EXISTING SEWER DISTRICT RATES & FEES

The Town currently uses three different rate strategies for billing sewer customers, which adds complexity and places an unnecessary burden on municipal staff. Sewer users within District 1, the Industrial Park, receive a monthly bill based on the amount of wastewater discharged. District Extensions 1-4, are billed an annual flat-rate fee, which is based on the number of equivalent dwelling units (EDU). In the Town's newest District, Extension 5, users are billed on an ad valorem basis combined with acreage of the properties to pay towards debt service and a portion of the

operation and maintenance of the District. The remainder of the O&M cost is billed based on usage. Table 2.1 below summarizes the various rate strategies currently being used by the Town.

Table 2.1 – Current Billing Rates

District	Debt Service	O & M	2020 Billing
Sewer District No. 1 Moreau Industrial Park	N/A	\$5 per 1000 gallons	\$25,787.50
Sewer District No. 1 Extension No. 1 Leonelli Apartment Complex	N/A	\$260 per EDU	\$37,960.00
Sewer District No. 1 Extension No. 2 Bluebird Village Apartments	N/A	\$260 per EDU	\$62,400.00
Sewer District No. 1 Extension No. 3 The “Nest”	N/A	\$260 per EDU	\$5,460.00
Sewer District No. 1 Extension No. 3 Harrison Place Apartments	N/A	\$260 per EDU	\$6,760.00
Sewer District No. 1 Extension No. 4 Harrison Quarry/ Bluebird Trace	N/A	\$260 per EDU	\$30,420.00
Sewer District No. 1 Extension No. 5 Route 9 & Mobile Home Parks	\$6.78 per \$1,000 of Assessed Value & \$74.77 per Acre	\$4.22 per \$1,000 of Assessed Value & \$4.64 per 1,000 Gallons	\$625,562.60*

*The sewer infrastructure is pending construction; therefore, an estimated total billing amount is shown.

It is important to note that, with the exception of Sewer District No. 1 - Ext. 5, vacant parcels within a sewer district do not currently receive a bill. District No. 1 - Ext. 5 is the only District with debt service at this time. As previously noted, District No. 1 sewer infrastructure and reserve capacity purchases were funded by the Town of Moreau using general tax revenues in an effort to serve the Industrial Park and encourage economic growth in the area. This forcemain now serves as the backbone to all sewer districts, although Sewer District Extensions 1 through 4 have not contributed towards the shared infrastructure or improvements. Additionally, private developers have consumed nearly all available reserve capacity which was initially purchased from the City of Glens Falls for use by customers within the Industrial Park. The Town will now need to buy additional reserve capacity from the City to accommodate new growth.

In addition to the lack of contributions from all districts towards shared infrastructure and reserve capacity, the current rate strategies provide inequitable billing for the waste discharged. Residential developments are paying between \$3.47 and \$9.59 per 1,000 gallons, while the sole Industrial Park user pays \$5 per 1,000 gallons. Furthermore, billing solely by EDU does not account for changes in water use, nor does it promote water conservation. For example, if water consumption within EDU billing areas increases due to leaks or water waste, the Town may not bill these properties enough to cover treatment costs which shift the burden to other districts.

VIII. CONSOLIDATED DISTRICT – AD VALOREM METHOD

A consolidated sewer district provides more equitable billing for sewer users by requiring all properties within the District to be billed using the same rate strategy, thereby having all properties contribute to both the debt service for sewer infrastructure, capacity, and to costs for wastewater treatment. The first consolidated district option is the Ad Valorem method. The rate structure for this method is broken down into debt service, and O&M. 90% of the annual debt service will be collected on the assessed value within the District, while the remaining 10% is based on the acreage. The O&M is based on both assessed value and water use. O&M costs are split into district costs and treatment costs. Revenue raised for district costs is based on assessed value, while the revenues for treatment costs are based on water use. Rate calculations are below.

Debt Service Rates

Annual Debt Service = \$400,000

Assessed Value Portion (90%) = \$400,000 * 0.9 = \$360,000

Acreage Portion (10%) = \$400,000 * 0.1 = \$40,000

AV Rate (per \$1,000 of assessed value) = $\frac{\$360,000}{\text{Total Assessed Value}} * \$1,000$

AV Rate = $\frac{\$360,000}{\$99,232,778} * \$1,000 = \mathbf{\$3.63 \text{ per } \$1,000 \text{ of assessed value}}$

Acreage Rate (per acre) = $\frac{\$40,000}{\text{total acreage}} = \frac{\$40,000}{962.32 \text{ acres}} = \mathbf{\$41.57 \text{ per acre}}$

O&M & Use Rates

Total O&M Costs (includes treatment costs) = \$277,801.28

District O&M Costs = \$106,228

Treatment Costs = \$171,572.89

District O&M Rate (per \$1,000 of assessed value) = $\frac{\$106,228}{\text{Total Assessed Value}^*} * \$1,000$

District O&M Rate = $\frac{\$106,228}{\$98,923,778} * \$1,000 = \mathbf{\$1.07 \text{ per } \$1,000 \text{ of assessed value}}$

**NYS DOT property excluded from O&M calculations per Comptroller's opinion*

Treatment Rate (per 1,000 gallons) = $\frac{\$171,572.89}{\text{total water use}} * 1,000$

Treatment Rate = $\frac{\$171,572.89}{46,663,280 \text{ gal}} * 1,000 = \mathbf{\$3.68 \text{ per } 1,000 \text{ gallons}}$

The table below provides a summary of the expected change in billing amounts as broken down by the existing District.

Table 3.1 – Expected Annual Change in Billing Amount by District

Existing Sewer District	Mean	Median	Mode
District 1 - Moreau Industrial Park	\$1,019.30	\$537.50	\$656.00
Extension 1 – Leonelli & Schermerhorn	\$5,237.67	\$5,802.00	-
Extension 2 - Bluebird Village	\$36,145.00	\$36,145.00	-
Extension 3 - The Nest	\$1,690.00	\$1,690.00	-
Extension 3 - Harrison Place	\$3,601.00	\$3,601.00	\$3,601.00
Extension 4 - Bluebird Trace & Harrison Quarry	\$6,106.33	\$1,579.00	\$1,579.00
Extension 5 - Route 9	-\$2,836.78	-\$1,218.18	-\$1,218.18
Outside Users	\$4,998.54	-\$106.00	-

Users in District 1 and Extensions 1 through 4 will see a significant increase across the board. This is expected since these users have only been contributing to operation and maintenance while not paying towards reserve capacity costs, or original forcemain construction costs since the original sewer district was funded with general tax revenues. Vacant parcels within the consolidated sewer district will also begin paying toward the debt service. As expected, customers in Extension 5 will generally see reduced sewer billing since reserve capacity, and debt service costs will be shared amongst all parcels within the consolidated District. The estimated first-year costs for all individual properties are identified in Appendix E.

IX. CONSOLIDATED DISTRICT – EDU METHOD

Similar to the Ad Valorem Method rate, payers would be required to contribute to debt service and operation and maintenance for the consolidated sewer system. However, instead of the debt service portion being paid for based on the assessed value and acreage of the property, users will be billed based on the number of Equivalent Dwelling Units assigned to the property. O&M fees would be split similar to the Ad Valorem method, but with District O&M costs being billed per EDU. Treatment costs will be billed based on metered water consumption. Rate calculations are below.

Debt Service Rates

Annual Debt Service = \$400,000

$$EDU \text{ Rate} = \frac{\$400,000}{\text{Total EDUs}} = \frac{\$400,000}{1341 \text{ EDU}} = \mathbf{\$298.28 \text{ per EDU}}$$

O&M & Use Rates

Total O&M Costs (includes treatment costs) = \$277,801.28

District O&M Costs = \$106,228

Treatment Costs = \$171,572.89

$$District \text{ O\&M Rate (per EDU)} = \frac{\$106,228}{\text{Total EDUs}^*} = \frac{\$106,228}{1339 \text{ EDU}} = \mathbf{\$79.33 \text{ per EDU}}$$

**NYSDOT property excluded from O&M calculations per Comptroller’s opinion*

$$\text{Treatment Rate (per 1,000 gallons)} = \frac{\$171,572.89}{\text{total water use}} * 1,000$$

$$\text{Treatment Rate} = \frac{\$171,572.89}{46,663,280 \text{ gal}} * 1,000 = \mathbf{\$3.68 \text{ per 1,000 gallons}}$$

For this method, each property is assigned an EDU amount. For example, a 30-unit apartment building is assigned 30 EDU, while an estimated number of EDUs is applied to non-residential and vacant parcels using the EDU worksheet in Appendix F. A summary of the expected change in billing amounts is in the table below.

Table 4.1 – Expected Annual Change in Billing Amount by District

Existing Sewer District	Mean	Median	Mode
District 1 Moreau Industrial Park	\$1,790.62	\$377.62	\$377.62
Extension 1 Leonelli & Schermerhorn	\$20,553.01	\$15,104.76	-
Extension 2 Bluebird Village	\$65,845.68	\$65,845.68	-
Extension 3 The Nest	\$1,132.86	\$1,132.86	-
Extension 3 Harrison Place	\$6,427.43	\$6,427.43	\$6,427.43
Extension 4 Bluebird Trace & Harrison Quarry	\$10,471.06	\$377.62	\$377.62
Extension 5 Mobile Home Parks & Route 9	-\$3,512.66	-\$1,991.10	-\$1,991.10
Outside Users	\$2,865.83	\$121.62	-

Similar to the Ad Valorem method, all districts not currently paying towards sewer infrastructure benefitting all users will see an increase in the amount billed since they will begin contributing toward common improvements. The sole industrial park operation would receive a bill nearly 2.3 times their current billing. It is likely that this cost structure will inhibit industrial growth in the Town’s Industrial Park. Commercial customer costs would also significantly increase. The estimated first-year costs for all individual properties are identified in Appendix G.

The EDU method is not recommended since it significantly increases rates for industrial and commercial users, which may prohibit commercial growth in the area, which both Towns constructed districts were intended to encourage.

X. FUTURE IMPROVEMENTS

Due to the apparent lack of flow equalization in pump stations installed by private developers, the existing Industrial Park forcemain, which receives flow from all existing sewer districts, is nearing

full capacity during the daily peak hour. The Town should consider undertaking a sewer project to extend the forcemain being installed as part of District 1 - Ext. 5 to run parallel with the existing Industrial Park Main to the Glens Falls Treatment Facility. Alternatively, if the Town is able to secure an alternative treatment option, splitting or redirection of flows from the City of Glens Falls should be explored to potentially eliminate the need for the parallel line.

The addition of a parallel force main for the use by both Extension No. 5 and Moreau Industrial Park (MIP) pump flow will improve the overall force main system operation. The use of this parallel force main will free up capacity on the original force main for the remaining downstream pump stations. Not only will each downstream pump have improved force main access (expected to be double the available time during peak hour), but also the downstream pumps will have reduced competition among each other, resulting in reduced energy use and wear-and-tear on those stations.

The Town should also require a review of detailed plans and engineering reports for proposed sewer connections and pump stations of all development projects as part of the Planning Board's review process. By performing a thorough review of these items, the Town can require that developers provide adequate wet well storage and/or equalization to limit peak flow and reduce the additional pipe capacity needed for new development. Proper implementation of this requirement during review phases may allow the Town to defer the installation of a parallel forcemain for several years.

XI. PREFERRED OPTION

The Ad Valorem Method is the preferred approach for a consolidated sewer district since it will provide the most equitable billing basis and simplify the operation and management of the sewer system. Under this option, the Town's existing seven (7) districts would be combined, and outside users formally incorporated into the Consolidated Sewer District. A map of the proposed Consolidated Sewer District is included in Appendix H.

XII. FUTURE DEVELOPMENT

The rates identified above are representative of the current development within the Sewer District. There are several large residential development projects which have been proposed or are currently underway within the vicinity of the sewer districts. These projects will contribute a large amount of assessed value to the sewer district. Since the preferred strategy proposes to bill debt service and O&M based on the amount of assessed value and acreage within the District, sewer rates can be expected to decrease as more development occurs. As development occurs, the Town will need to adjust the rates to account for the increased assessed value, which in turn will reduce costs paid by existing users.

Two committed projects are The Leonelli Apartments, a 384 unit apartment complex, and The Grove on Sisson Road, a 100 unit apartment complex. The Leonelli project is currently within the sewer district and is under construction. However, the current assessed value does not reflect the improvements. The Grove on Sisson Road is an approved project which is pending construction. This development is obligated to join the Town's Sewer District as a stipulation of the approvals. Once complete, it is estimated that these projects will add approximately \$31.6M of assessed value and 17.4 acres to the Sewer District. These projects would reduce debt service rates to \$2.75 per \$1,000 of assessed value and \$40.83/acre. District O&M rates would be reduced to \$0.75 per \$1,000 of assessed value, while treatment rates are expected to remain the same. For example, once current approved projects are fully realized, if a large subdivision with 100 homes on ¼ acre lots at \$200,000 assessments connects to the District, the single family home would pay about \$856.45 per year for sewer services.

As additional users join the District, rates would be further reduced. The rates are expected to decrease approximately \$0.19 per \$1,000 for every additional \$10 million of assessed value and \$0.41 per acre for every 10 acres added to the Sewer District.

XIII. PRELIMINARY OPINION OF COST

The only costs associated with consolidation are limited to engineering costs to prepare the Map, Plan, and Report and legal costs required for consolidation. Total costs are expected to be less than \$50,000, which will be paid for using the sewer district fund balance allocated to District Operation and Maintenance.

XIV. ANNUAL USER COST

The annual cost per user for the Ad Valorem method is described in section VIII. Appendix G contains a table of all properties within the proposed Consolidated Water District along with the associated estimated first-year cost under this consolidation option. The mean, median, and mode for users within the consolidated District are below. The assessed values shown are 2020 assessment data and do not reflect the added value of development projects currently under construction. The mean, median, and mode user costs are as follows:

Mean: \$5,250.05

Median: \$1,504.00

Mode: \$656.00

XV. RECOMMENDATIONS

The following are the recommended next steps to proceed with the creation of a single Consolidated Sewer District.

- (1) The Town Board should seek the assistance of the Special District Council to create the Town of Moreau Consolidated Sewer District on the Ad Valorem basis as described in this Map, Plan, and report.
- (2) The Town Board should adopt a policy that:
 1. Prohibits formation of new independent sewer districts within the Town. Any district extension, either municipally or Developer initiated, shall become part of the Consolidated Sewer District.
 2. Requires developers seeking sewer service to purchase reserve capacity as needed for projects not within the consolidated sewer districts based on projected flows. Residential projects should estimate flows based on 110 gallons per day per proposed bedroom. Commercial projects should estimate flows based on industry standards.
 3. Requires proposed developments to connect to public sewer when within 0.5 miles of existing sewer infrastructure.
- (3) The Town should plan for the purchase of additional reserve capacity from the City of Glens Falls. As set forth in the Map, Plan & Report for District 1 - Extension 5, reserve capacity in the amount of 135,000 gallons should be purchased to encourage growth within existing districts.










- (4) The Town should study the feasibility of sewer treatment alternatives available, such as sending flows to the Saratoga or Washington County sanitary sewer system.
- (5) The Town should initiate preliminary engineering of a parallel forcemain from Sisson Road to the Glens Falls Treatment Facility to provide additional capacity for additional growth. The Town should design and permit this improvement well in advance of its need.
- (6) The Town should establish a capital reserve budget to be used for unplanned repairs.

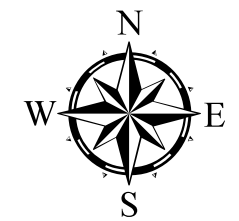
APPENDIX A
EXISTING SEWER DISTRICT MAP

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Town of Moreau Sewer District Consolidation Existing Sewer Districts May 17, 2021

Legend

-  Parcels
-  Contract_Sewer_Users
-  District 1
-  Extension 1 - Leonelli Schmererhorn
-  Extension 2 - Bluebird Village
-  Extension 3 - The "Nest"
-  Extension 3 - Harrison Place
-  Extension 4 - Bluebird Trace & Harrison Quarry
-  Extension 5



0 1,500 3,000 6,000 9,000 Feet

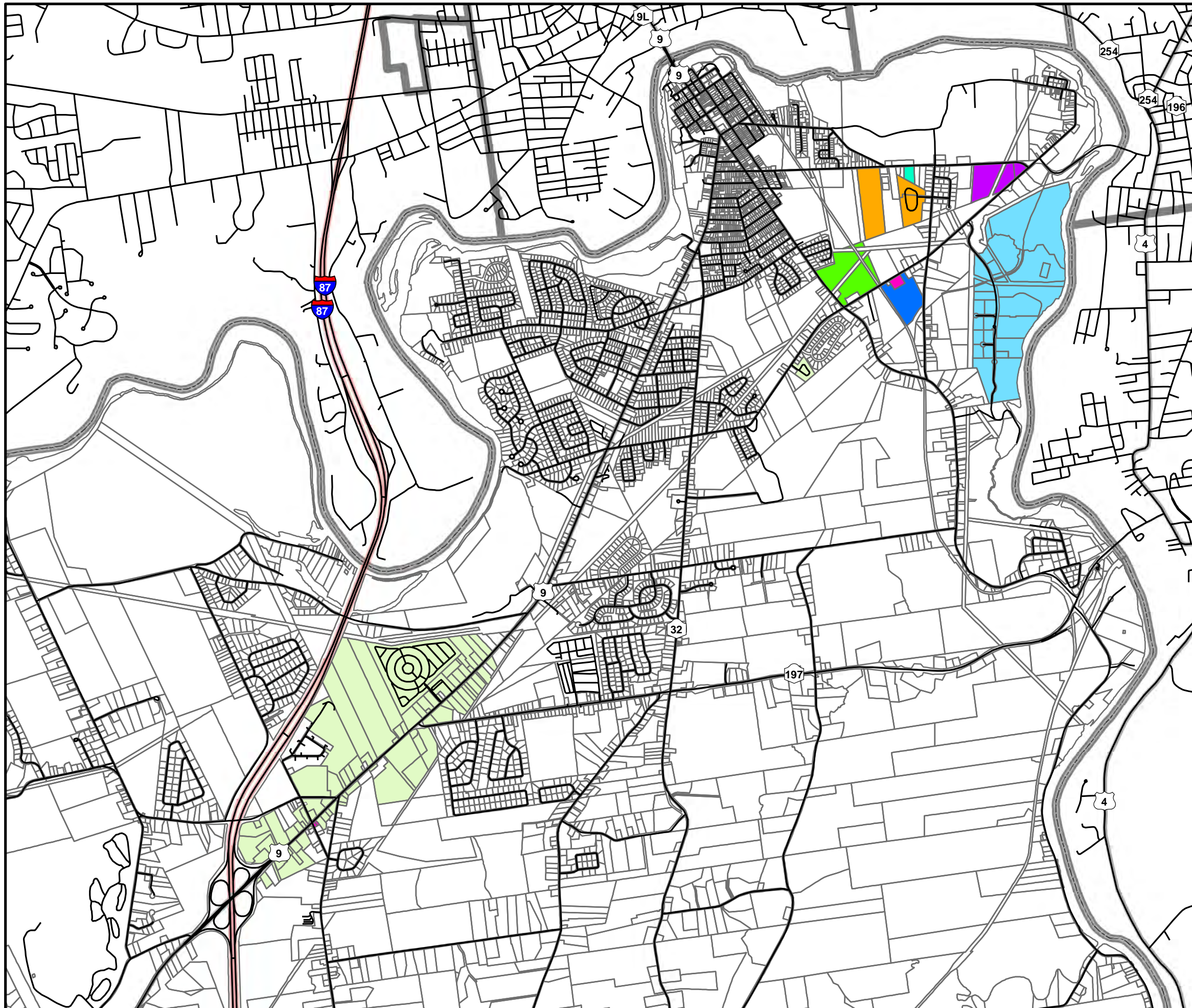
1 inch = 3,000 feet

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Data provided by: Saratoga County,
Department of Planning & Development.
Accuracy or completeness is not guaranteed.
Last Modified 04-15-21 Project # 2021028
J:\2021028\Cadd\GIS

Note: The property lines shown on this drawing are from County tax maps and may not be truly accurate.



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APPENDIX B
SEWER DISTRICT AGREEMENTS

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FACILITY AGREEMENT

between

**THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF GLENS FALLS**

and

THE TOWN OF MOREAU

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AGREEMENT

This Agreement made by and between the **BOARD OF WATER AND SEWER COMMISSIONERS** of the **CITY OF GLENS FALLS**, a municipal corporation with offices at 42 Ridge Street, Glens Falls, New York, (**CITY**) and the **TOWN OF MOREAU**, a municipal corporation with offices at 61 Hudson Street, South Glens Falls, New York (**TOWN**) is entered into this _____ day of _____, 1994.

RECITALS

WHEREAS, **CITY** operates and maintains a Facility for treatment of sewage and wastewater discharges; and

WHEREAS, **CITY** is bound by the provisions of its state pollutant discharge elimination system permit and other applicable statutes and regulations of the United States Environmental Protection Agency and New York State Department of Environmental Conservation; and

WHEREAS, **CITY** is agreeable to **TOWN**'s discharge of a limited amount of wastewater into the Facility in strict accordance with the terms and provisions hereinafter set forth.

The parties hereto agree as follows:

Section 1. DEFINITIONS

1.01 The terms used in this Agreement shall have the same meaning as the terms defined in the Federal Water Pollution Control Act (sometimes referred to as the "Clean Water Act") and Federal and New York regulations, except when the context herein clearly required otherwise or except as hereinafter provided.

1.02 The term "CITY" shall mean the Board of Water and Sewer Commissioners of the City of Glens Falls, a municipal corporation with offices at 42 Ridge Street, Glens Falls, New York.

1.03 The Term "DEC" shall mean the State of New York Department of Environmental Conservation, or its successor, if any.

1.04 The terms "EPA" shall mean the United States Environmental Protection Agency or its successor agency, if any.

1.05 The term "Facility" shall mean the CITY's wastewater treatment plant and appurtenant facilities located on a parcel of land on Shermantown Road, Glens Falls, New York, which parcel is more particularly described in Exhibit "A" attached hereto, together with any future modifications of or additions to said sewage treatment plant or any appurtenant facilities located on said parcel.

1.06 The term "GPD" shall mean gallon per day.

1.07 The term "Industrial User" shall mean the owner or operator of property used for an industrial purpose.

1.08 Manhole #5 shall mean the manhole #5 on Page A-4 of LMS Wastewater Treatment Plant Plans dated July 20, 1983. Page A-4 is titled "Yard work and General Yard Piping Plan".

1.09 Operation and maintenance costs of the Sewer System shall include capital costs not paid from the Reconstruction Fund.

1.10 The term "Publicly Owned Treatment Works" and "POTW" shall have the

same meaning as the terms "Sewer System" as defined at section 1.14 hereof.

1.11 The term "MGD" shall mean millions of gallons per day.

1.12 The term "Reconstruction" shall mean such major repairs, alterations or replacement of equipment or structures as are more substantial than routine maintenance.

1.13 The term "Reconstruction Fund" shall mean a fund established to pay for Reconstruction with monies received from Operating Costs Surcharges (as defined in Section 8 (c) hereof) and interest earned on such monies.

1.14 The term "Sewer Lines" shall mean the collection and transport system operated by the CITY and used to convey the CITY wastewater to the Facility, including but not limited to sewer pipes, pump stations and force mains.

1.15 The term "Sewer System" shall mean the Facility plus the Sewer Lines, ~~including~~ comprising all property, structures and equipment used for the collection, transportation and treatment of wastewater within the CITY. The term "Sewer System" and the term "Publicly Owned Treatment Works" or "POTW" shall have the same meaning in this Agreement, including Exhibits "B", and "C" and Appendix "A".

1.16 The term "Significant Industrial User" shall mean an Industrial User which discharges waste subject to pretreatment pursuant to 40 CFR Part 403, as amended, Chapter 88 of the Code of City, as amended; and Article 3 of Appendix A of this Agreement.

1.17 The term "User" shall mean a party that discharges wastewater to the Sewer System, including domestic, commercial and industrial discharges.

1.18 The term "Town Industrial User" (TOWN IU) shall mean an Industrial User located within the TOWN.

1.19 The term "Town Significant Industrial User" (TOWN SIU) shall mean a Significant Industrial User located within the TOWN.

1.20 The term "Wastewater" shall mean liquid and water-carried domestic, commercial, industrial, or municipal wastes discharged to the Sewer System. TOWN Wastewater shall not include ground water, surface water or storm water, except as found non-excessive in a report prepared by The Saratoga Associates entitled Engineering Report on Moreau Industrial Park dated October 29, 1991, incorporated herein by reference.

Section 2. FACILITY ESTABLISHMENT

2.01 The CITY hereby agrees to operate and maintain the Facility so as to meet such requirements of the EPA and the DEC as may be in force from time to time and to accept the wastewater of TOWN as set forth hereinafter in Section 10. TOWN hereby agrees, on the terms and conditions set forth herein, that no wastewater other than that generated in the TOWN shall be discharged to the CITY sewer system and that no ground water surface water or storm water (other than as allowed under Section 1.20 hereof) shall be discharged by the TOWN into the CITY's Sewer System.

2.02 The CITY shall operate and maintain the Facility so as to dispose of wastewater delivered into the Facility, including wastewater from the TOWN, in compliance with EPA and DEC requirements.

2.03 Reconstruction of the Facility so as to permit continued treatment and

disposal of wastewater of the same volume and quality shall be made by the CITY as necessary and financed from the Reconstruction Fund and other charges as described hereinafter in Section 8.

2.04 TOWN shall construct all sewer lines and other structures necessary to comply with its obligations under the terms of this Agreement, including the transportation of TOWN wastewater to Facility at manhole #5 as described in Section 4 hereof. Plans and specifications for the force main within the CITY, all sampling and metering equipment and the pump station will be submitted to the CITY for the City's written approval prior to solicitation of bids and commencement of construction thereof by TOWN.

Section 3. FACILITY MANAGEMENT

3.01 The maintenance and operation of the Facility shall be managed by the CITY through its duly authorized officials as its powers are established. The management responsibilities of the CITY include the following:

(a) The CITY is to review and direct the maintenance and operation of the Facility;

(b) The CITY shall maintain books of account and other records directly or indirectly concerning the operation of the Facility, including every element of cost, which records shall be prepared in accordance with Department of Audit and Control Guidelines and generally accepted accounting principles, a certified copy of which records shall be admissible as evidence in any judicial or administrative proceeding involving enforcement

or construction of this Agreement.

(c) The CITY shall cause the Facility to be insured against loss or damage by fire or other casualty in such amount and against such risks as are usually carried with respect to like property and without any co-insurance requirement provisions.

(d) In the event of any damage to the Facility, the CITY shall, as soon as reasonably possible, repair or replace the damaged property and restore the Facility to normal operation.

Section 4. WARREN STREET CONNECTION

4.01 Force Main. TOWN shall construct, at no expense to the CITY, a force main from TOWN's sewage pump station, along the Niagara Mohawk power line and the rear roadway at the Facility, and thence to the Facility at manhole #5. TOWN shall at no cost or expense to CITY construct the connection to the CITY's Facility at that location, subject however to the following requirements: 1. CITY's prior review and approval of the plans and specifications therefore as herein provided; 2. In no event shall TOWN disrupt the flow, pressure or physical integrity of the CITY's Sewer System; 3. TOWN shall not cut into the CITY's Sewer System without 96 hours prior written notice to CITY; and 4. CITY shall have the right to have an observer present at all times during such connection who shall have the right to direct TOWN activities if in his reasonable judgment, such is required to prevent a disruption of the flow, pressure or physical integrity of the CITY's Sewer System. Prior to completion of design the TOWN shall submit plans and specifications for the construction of said force main and connection and

exact location thereof, to the CITY for review and approval. CITY may require modification(s) of said plans and specifications, in which event TOWN shall submit modified plans and specifications to the CITY for approval. Upon its approval of a design, the CITY will grant to the TOWN construction permits which shall stipulate the condition of the work, including location, types of materials utilities and traffic maintenance requirements, environmental protection, restoration, and duration of the work. Utility protection, replacement and relocation, including CITY storm and sanitary sewers and water mains and laterals will be the sole responsibility of the TOWN. Approval of the TOWN's plans will not be unreasonably withheld. TOWN shall be responsible for the maintenance of the force main within the CITY up until the point of connection with the Facility at manhole #5. In this regard, TOWN will comply with all CITY requirements regarding street opening permits and other related issues; prior to the beginning of any such maintenance activities to which such requirements apply. TOWN will indemnify and hold harmless CITY and CITY's officers, agents and employees from all liability, cost, damages and judgments related to or arising out of any such activities of TOWN within the boundaries of CITY and the presence of any TOWN representatives within the boundaries of the CITY. Prior to entry of any TOWN representative into CITY for purposes as set forth in this section, or the beginning of any such activities by TOWN within CITY, TOWN shall obtain a liability insurance policy naming CITY and its officers, agents, and employees as insureds; shall submit a certificate of insurance, or the policy itself, as the CITY in its sole discretion shall direct, as written proof of such

insurance to CITY (which insurance policy shall, inter alia, provide that there shall be no cancellation or material alteration of the provisions thereof without thirty (30) days written notice to CITY); and shall have received written notice from CITY that said policy is acceptable in form and limits of coverage to CITY; provided, however, that in no event shall TOWN's obtaining the aforesaid insurance be deemed or construed as a waiver of or substitution for the TOWN's obligations to indemnify and hold harmless as aforesaid, it being the intention and Agreement of the parties hereto that said insurance shall be in aid of TOWN's obligations under this section but shall not affect or modify TOWN's obligations under this section except to the extent of the amounts of any such insurance proceeds received by CITY or CITY's officer's agents or employees.

4.02 The TOWN shall design, construct and operate its pump station and force main so as not to create any hydraulic problems at the point of discharge. The CITY will make available to the TOWN's engineers any data which the CITY possesses that may assist them in this design objective.

Section 5. FACILITY OPERATION

5.01 The CITY hereby agrees to operate the Facility in accordance with this Agreement and good operating practices such as are commonly employed in operating wastewater treatment systems comparable to the Facility and in compliance with EPA, DEC and other federal, state or local regulatory agency requirements as may from time to time exist, including without limitation, securing and complying with all necessary SPDES, RCRA and air discharge permits.

5.02 The CITY shall maintain and repair all portions of Sewer System located within the geographical boundaries of the CITY, except for the work required to be done by the TOWN pursuant to Section 4.01 hereof. TOWN shall repair and maintain all portions of sewer facilities located within TOWN and all facilities within the CITY connecting same to the Facility at manhole #5 at its own cost and expense. In engaging in maintenance and repair, the TOWN will insure that said activities of the TOWN will not negatively impact on the functioning of the Sewer System. The TOWN shall notify the CITY prior to performing any work on the TOWN's pump station and/or Force Main, and will obtain permission from the CITY prior to performing any work on that portion of the TOWN's force main located within the CITY.

Section 6. METERING AND ANALYSIS

6.01 In order to assess appropriate charges and assure TOWN compliance with this Agreement and applicable statutes, ordinances and regulations, the TOWN shall construct and maintain a metering station, including flow meters, composite sampling and related equipment such as records and charts showing the individual use of the Facility by the TOWN. The TOWN shall submit the plans and specifications for the pump station and a composite sampling and metering system to the CITY for review; the TOWN shall not let bids nor undertake construction without receiving CITY approval of the proposed installation. TOWN shall make such modification(s) in plans as mandated by CITY and shall construct and operate the pump station in accord with such plans as modified and approved by the CITY. Location of the metering and sampling station shall be at the

entry point of the TOWN's flow to the TOWN pumping station or such other location as may be acceptable to the CITY. No TOWN wastewater shall enter the pump station downstream from the metering and sampling station. The TOWN shall be responsible for the costs of all such measuring and sampling equipment, including replacements, and installation costs. TOWN shall be responsible for the preparation and cost of an operation and maintenance manual for all such measuring and sampling equipment, and shall supply same to the CITY prior to the discharge of TOWN wastewater into the Sewer System. The CITY will inspect the completed installation to assure conformity with the approved plans. The CITY shall have access to and control of said measuring and sampling equipment at all times. In addition, the CITY shall establish monitoring and testing procedures and methods in accordance with good engineering practice to insure the conformance of use of the Facility by TOWN with the above-mentioned requirements. Samples shall be analyzed by the CITY in accordance with the latest procedures and requirements mandated by the EPA and NYSDEC for the analysis of wastewater. Copies of all results of such analysis shall be furnished promptly to the TOWN. Results shall be deemed approved by the TOWN if no objection is filed by the TOWN with the CITY within fourteen (14) days after mailing the results to the TOWN. The TOWN shall reimburse the CITY for all costs incurred in conducting the monitoring and testing procedures; the cost of testing shall be at the appropriate rate, according to the rate schedule of the Glens Falls Wastewater Treatment Plant Laboratory; the cost of monitoring will be the actual labor costs expended. In addition, the TOWN shall be

responsible for operation and maintenance costs connected with the metering station for which the CITY will maintain a separate account. In addition to the data obtained from the metering station, the TOWN will supply to the CITY each month the water usage records for each Industrial User within the TOWN.

6.02 The TOWN may perform tests and analyses and may install additional sampling, metering and testing equipment at the metering station so long as it does not conflict with the operation and accuracy of said equipment under Section 6.01. The CITY shall inspect and calibrate, or cause the manufacturers of the metering equipment at such intervals as are in accordance with the manufacturers' recommendations for such equipment, but in any case not less frequently than once per year. TOWN shall reimburse CITY for the cost of said inspection and/or calibration. At the request of the TOWN, the CITY shall make additional tests of any or all of such metering equipment; provided, however, that the cost of such additional tests shall be borne by the TOWN. Reports on data secured by the CITY from such tests shall forthwith be delivered to the operating manager of the Facility and the TOWN.

6.03 In the case of missing data due to faulty calibration of the metering or sampling equipment or otherwise, an estimate of such data shall be made by the CITY for the purpose of determining the TOWN's financial obligation under the terms of this Agreement. This estimate shall be based on an evaluation of all records of use of the Facility and metered water usage data with the TOWN. If the TOWN is not in Agreement with such estimate, the parties agree to negotiate the issue in good faith prior

to exercising any options for judicial relief.

Section 7. TOWN LEGISLATION

7.01 TOWN shall adopt legislation applicable to the TOWN in compliance with the applicable provisions of the Federal Water Pollution Control Act as amended, and regulations promulgated pursuant thereto, including but not limited to 40 CFR Part 403, and Chapter 88 of the CITY Code as amended, so that all Users of the Facility located within the TOWN shall be legally bound to comply with the applicable provisions thereof, engage in pretreatment, establish metering and sampling facilities, issue reports, and in general to perform all acts mandated by the aforesaid legal authorities, so that TOWN will be able to comply with the provisions of this Agreement and so that in the event of a violation of any provision of this Agreement, especially a violation of Article 3 of Appendix A hereof, the particular violator(s) within the TOWN may be identified, and the sanction provisions of the TOWN legislation imposed upon said violator(s). TOWN shall not commence wastewater discharge to the Facility until such time as such legislation has been reviewed and approved by CITY and DEC. TOWN shall amend said ordinance from time to time in order to comply with any existing or amended federal or state statues, regulations or requirements, or to comply with the provisions of Chapter 88 of the Code of the City of Glens Falls, as amended.

7.02 All TOWN SIUs must apply for and obtain an Industrial Wastewater Permit from the CITY prior to discharging any industrial wastewater into the TOWN's or the CITY's sewer system.

7.03 Should a TOWN SIU violate the terms of its permit, the CITY shall have the authority to enforce the terms of the permit pursuant to the enforcement provisions of Chapter 88 of the Glens Falls City Code, including any amendments thereto.

7.04 TOWN shall adopt legislation authorizing it to enter into an Agreement with the CITY and each applicable Significant Industrial User located in the TOWN in the form annexed hereto as Exhibit C.

Section 8. TOWN'S COSTS

8.01 TOWN shall pay CITY the following amounts:

(a) Facility Operation and Maintenance

- i. TOWN shall pay its share of annual operation and maintenance for the Facility, calculated as follows:

$$\$ = \frac{1.20 (M) (J)}{A} \left(\frac{\text{BOD} + \text{TSS} + \text{TKN}}{200 \quad 200 \quad 40} \right)$$

Where:

- \$ = TOWN's annual costs for the above.
- M = the total operating and maintenance costs, including allocated administration and employee benefit costs, incurred by the CITY for the wastewater disposal plant, reduced by any Federal and State aid and contributions by industrial contract users received by the CITY for these costs.
- A = the total annual plant flow minus the flow of any industrial contract user.
- J = Town of Moreau flow, calculated monthly and totaled annually.
- BOD = mg/l BOD₅, monthly average for Town flow

TSS = mg/l TSS, monthly average for Town flow

TKN = mg/l TKN, monthly average for Town flow and if

$$\frac{(\text{BOD} + \text{TSS} + \text{TKN})}{(200 \quad 200 \quad 40)} \div 3 < 1.0, \text{ use } 1.0$$

- ii. Prior to September 1st in each calendar year, TOWN shall submit to CITY an estimate of TOWN's total volume and constituents of wastewater discharge to the Sewer System for the upcoming calendar year. CITY shall consider, but shall not be bound by, that estimate, and shall prepare a proposed budget for Facility operation and maintenance for the upcoming calendar year.
- iii. The CITY shall submit its proposed operation and maintenance budget for the Facility to the TOWN for review and comment.
- iv. On or about November 1st of each year, CITY shall submit a bill to TOWN stating TOWN's share of the Facility operation and maintenance budget for the next calendar year. TOWN shall pay that bill in two (2) equal installments on or before January 15th and July 15th of the year following receipt of the November 1st Bill.
- v. During the first quarter of each calendar year, the CITY will calculate the TOWN's share of the Facility operation and maintenance costs based on actual costs and the TOWN's actual use of the Facility during the preceding calendar year, and the CITY shall adjust the next July bill to reflect either an additional charge for use in excess of the TOWN's estimate or a credit for use below the TOWN's estimate.

(b) Future Reconstruction

- i. It is recognized that portions of the Facility will wear out from time to time and need to be replaced. As required by 40 CFR Section 35.929-1, user charges must provide adequate funds for such replacement. Insofar as such Reconstructions constitutes more than normal maintenance, the CITY will pay for such Reconstruction with moneys available from a "Reconstruction Fund." Items subject to Reconstruction rather than normal maintenance shall be those items, the aggregate cost of which

would cause the budget line items for routine repair and reconstruction to be exceeded.

- ii. The Reconstruction Fund shall be an interest bearing fund established solely for the purpose of providing moneys for such Reconstruction. The CITY will transfer, as received, all payments of Operating Cost Surcharges (defined below) to the Reconstruction Fund. Moneys may be withdrawn from the Reconstruction Fund as needed to pay for Reconstruction. Operating Costs paid for from the Reconstruction Fund shall not be charged as Operating Costs for the period. The CITY will designate the bank institution in which the funds will be deposited and the CITY will provide the TOWN with an annual report on the balance and investments of the Reconstruction Fund.
- iii. TOWN will prepay \$5,000 as its initial contribution to the Reconstruction Fund on the date which the TOWN connects into the CITY's sewer system. TOWN will receive credit for this prepayment against surcharges which will be imposed upon TOWN.
- iv. The CITY shall annually prepare a schedule of all significant components of the Facility with estimated costs for Reconstruction of each component. The schedule, including costs estimates, shall be updated annually.
- v. The CITY shall establish a percentage surcharge (the "Operating Cost Surcharge") to all user charges such that, if such percentage remained applicable from year to year, it would provide sufficient funds for Reconstruction as needed from the reconstruction Fund. The CITY may use reasonable assumptions regarding anticipated aggregate user charges, interest levels and inflation in establishing the applicable percentage. The CITY shall adjust the applicable percentage at least annually as needed to maintain adequate funding of the Reconstruction Fund.
- vi. TOWN shall pay its share of the annual Reconstruction funding for the Facility, calculated as follows:

$$\text{\$} = (X/Y) Z$$

- \$ = annual fee payable to CITY by TOWN for TOWN's share of Facility Reconstruction Fund.
- X = total annual volume of TOWN's wastewater discharged into the Facility.
- Y = total annual flow through the Facility during the preceding calendar year.
- Z = total annual funding for the Reconstruction Fund established by the CITY for the forthcoming calendar year. Z shall be calculated by CITY in accord with CITY's standard policies and practices as authorized by Article 5 of Chapter 88 of the City Code, as amended and 40 CFR 35.929-1, as amended.

- vii. Notwithstanding the foregoing, the TOWN's minimum share of the annual funding for the reconstruction fund shall be \$5,000.00. The TOWN's maximum contribution shall not exceed 5% of the TOWN's share of the annual operation and maintenance budget for the Facility, unless said sum will be less than the minimum annual funding of \$5,000.00, in which event the TOWN shall pay the minimum sum as aforesaid.
- viii. TOWN's share of the annual funding of the Reconstruction fund shall be set forth in a bill submitted to the TOWN on or about November 1st of each calendar year. The TOWN shall pay said bill on or before January 15th of the next year.
- ix. In the event that the Reconstruction Fund is not sufficient to pay for any required Reconstruction of the existing Facility, the TOWN shall pay its share of such deficiency based on the above formula.

(c) Miscellaneous Direct Charges Fee

- i. TOWN shall pay the CITY as a miscellaneous direct charges fee the amount of any direct costs incurred by the CITY as a result of the TOWN's contribution of wastewater to the CITY's Sewer System, including but not limited to costs of monitoring or inspection of TOWN facilities or facilities of TOWN Industrial Users, costs of reviewing records supplied by TOWN

or TOWN Industrial Users, costs of pretreatment surveys, operation and maintenance of metering station under 6.01, and costs of processing, review and re-review of applications under this Agreement.

- ii. The amount of these costs shall be set by the CITY in good faith based upon the actual costs to the CITY therefore.
- iii. The miscellaneous direct charges fee shall be payable by TOWN to the CITY from time to time as the CITY incurs expenses included within this category and submits a written bill to the TOWN therefore.

(d) Fees for Violation of Pretreatment Regulations

- i. TOWN shall pay CITY any costs set forth in Article 6 of Appendix A hereto as such times and in such amounts as CITY shall determine, in compliance with the provisions of Article 6 of Appendix A.

(e) Minimum Annual Charge

- i. Notwithstanding the foregoing, after the flow of TOWN Wastewater begins, the minimum annual charge for Facility operation and maintenance shall be:

Up to 10 users	-	\$ 5,000.00
Over 10 users	-	10,000.00

(f) Late Payment Charge

- i. There shall be a late payment charge for late payment of any amounts owing under this Section 8, as follows:
Interest chargeable on amounts that are unpaid more than 30 days after payment is due hereunder shall be equal to the prime interest rate reported in the Wall Street Journal plus two percent, adjusted daily; interest chargeable on amounts that are unpaid more than 60 days after payment is due hereunder shall be equal to the prime rate reported in the Wall Street Journal plus six percent, adjusted daily.

Section 9. EXPANSION

9.01 TOWN may, at any time subsequent to the effective date of this Agreement, request additional flow to or modification of the constituent makeup of the TOWN's wastewater discharge to the CITY's Sewer System. At such time as the TOWN so requests in writing, specifying the amount of said flow requested, and the proposed constituents of said flow including volume, mass and concentration of the various regulated pollutants set forth in Article 3 of Appendix A hereof, TOWN and CITY shall, at the earliest reasonable opportunity, meet to discuss possible expansion plans for the Facility. Approval or disapproval of TOWN's request shall be made at the sole discretion of CITY. If the expansion is approved by CITY, TOWN shall pay for the costs of said expansion, unless said expansion is made in conjunction with another expansion of the Facility, in which case TOWN shall pay its pro-rata share based on the amount of flow and constituents of its flow. Before the beginning of construction of any expansion requested by TOWN, either individually or jointly with others, CITY and TOWN shall execute an Agreement in form similar to this Agreement, which Agreement shall be in a form and containing such terms as are acceptable to CITY. Such an Agreement shall specify the modified responsibilities of TOWN for increased capital construction costs, user fees and reconstruction contribution as the result of this expansion.

9.02 In the event CITY shall, subsequent to the effective date of this Agreement, be ordered by EPA or DEC or any other successor agency thereto or governmental

agency with authority to so order CITY, modify the Facility, or if modification is necessary to maintain the CITY's SPDES permit or any other permit applicable to operation of the Facility, the TOWN's share of such additional capital costs of construction shall be based upon its proportionate share of the factors (flow and constituents) which contribute to the need for such modification. If the operation and maintenance costs for the modification to the Facility are computed separately, the TOWN's share of such additional operation and maintenance costs shall be based on its proportionate share of the factors (flow and constituents) which contribute to the need for modification.

9.03 CITY may expand the Facility on its own initiative at any time subsequent to the effective date of this Agreement. If said expansion is not pursuant to Sections 9.01 or 9.02 hereof, said expansion shall be completed at no additional expense to the TOWN. In no event shall any such expansion interfere with the TOWN's access rights to the Facility as set forth in Section 10 of this Agreement.

9.04 In no event shall an expansion violate the provisions of any applicable federal or state pollution discharge requirement, the CITY's SPDES permit, or Chapter 88 of the Code of the CITY, as amended.

Section 10. ACCEPTANCE OF TOWN WASTEWATER

10.01 The TOWN agrees to discharge only wastewater to the CITY's Sewer System during the term of this Agreement. TOWN shall not discharge effluent into the Facility other than wastewater discharged by Users located within the TOWN. TOWN's

wastewater discharge to the CITY's Sewer System shall not include ground water (other than incidental ground water), surface water, or storm water. The CITY, agrees to accept said wastewater during the term of this Agreement, as soon as approvals have been received from the New York State Department of Environmental Conservation, and all terms and conditions set forth in this Agreement have been complied with.

10.02 The TOWN shall be entitled to discharge to the Facility the following maximum contributions:

	<u>Maximum Monthly Arithmetic Mean (MAM) Daily Flow</u>	<u>Maximum MAM Daily Concentration</u>	<u>Maximum MAM Daily Pounds</u>
Flow	150,000 GPD	-	-
BOD	-	200 mg/L	542.1
TSS	-	200 mg/L	542.1
TKN	-	40 mg/L	108.5

The above levels of discharge shall be termed TOWN's "Reserved Capacity". Regardless of whether or not the TOWN actually discharges to such levels, the CITY may not (whether temporarily or permanently) accept wastewater from any source other than the TOWN which would require the TOWN to reduce and maintain reduction in its levels of discharge below such Reserved Capacity, without the TOWN's express written consent, which shall not be unreasonably withheld. Under no circumstances will the TOWN discharge pollutants of such strength or quantity which would present or may present an imminent or substantial endangerment to the health or welfare of persons, or the environment, or which might cause interference with the operation of the Facility, or which would violate the terms or any pretreatment requirements, discharge permits or any

Consent Orders with State or Federal governmental agencies. The provisions of Appendix A are hereby incorporated herein by reference.

10.03 CITY and TOWN agree that prior to commencement of discharge of wastewater to the CITY's Sewer System, an industrial waste survey must be completed in the form and detail set forth in the annexed Exhibit "B", and acceptable to DEC and CITY pursuant to 40 CFR Part 403 Chapter 88 of the CITY code, as amended; and CITY, TOWN and each TOWN Significant Industrial User shall enter into an Agreement in the form annexed hereto as Exhibit C. In conducting its industrial waste survey, the TOWN shall use the standard NYSDEC Industrial Chemical Survey forms (along with standard survey forms) supplied by DEC.

10.04 (a) Given the present and proposed use levels for the CITY's Sewer System, and the CITY's need to maintain an excess reserve capacity to allow for development and increased use of the sewer system by Users within the CITY and potential contributions by other municipalities to the CITY's Sewer System, the parties hereto agree that in no event shall TOWN's Monthly Arithmetic Mean (MAM) daily flow of wastewater into the CITY's Sewer System exceed 150,000 gallons per day. TOWN shall, at its own cost and expense, construct, reconstruct, operate and maintain whatever facilities are necessary to assure that its MAM daily flow does not exceed said maximum. Prior to construction of these facilities, plans therefore shall be submitted to CITY for its review and approval.

(b) The parties hereto agree that if the TOWN violates its flow restrictions

set forth herein, CITY may apply to a Court of competent jurisdiction to obtain an injunction to prevent any further violation of this clause, and the CITY may apply for such preliminary relief such as a temporary restraining order and a preliminary injunction as the CITY may deem appropriate under the circumstances. In such an event, all attorney's fees, engineering fees, and other costs incurred by the CITY as a result of the TOWN's violation of its flow restrictions shall be paid by the TOWN, upon submittal of a written statement therefore from the CITY to the TOWN.

(c) In addition to any other relief available to the CITY, the TOWN shall be liable for a penalty of \$2.00 per 1,000 gallons or portion thereof per day for any TOWN wastewater discharged into the CITY's Sewer System in excess of a daily Monthly Arithmetic Mean (MAM) flow of 150,000 gallons per day. The penalty shall be calculated in 1994 dollars to account for future inflation (of) deflation of the dollar. The penalty will be calculated and paid on a monthly basis.

Section 11. CONTRACT PAYMENT

11.01 The TOWN shall pay to the CITY \$150,000 as its contribution toward the CITY's local share of the capital construction cost of the Facility, and any other of the CITY's program costs not funded by State or Federal agencies.

Upon execution of this Agreement the TOWN shall pay the CITY \$75,000. TOWN shall pay an additional \$75,000 as the final payment of TOWN's \$150,000 contribution upon commencement of discharge of TOWN wastewater into the Sewer System.

11.02 This contract is contingent upon the TOWN obtaining Federal and State grants for the construction of its pump station and force main. If the TOWN does not obtain said grant funding, it shall have the option of terminating this Agreement; however, \$5,000 00 of the \$75,000 paid upon the execution of this Agreement shall be retained by the CITY as compensation for costs incurred by the CITY in connection with this Agreement.

Section 12. TOWN RIGHTS TO CONSULTATION

12.01 CITY shall keep TOWN fully informed as to operating, maintenance and capital costs of the Facility, and any reconstruction plans of the CITY for the Facility, and shall allow TOWN access to relevant budgets, contracts, proposed contracts and other indicia of costs for TOWN's review upon receipt of a written request therefore. TOWN and CITY shall consult regarding said matters at such time as is reasonably possible after receipt by CITY of a written request from TOWN as to their exercise of the rights under this section. CITY shall consider TOWN input regarding these matters. To the extent of disagreement between CITY and TOWN as to the proper determinations to be made regarding such matters, CITY shall in its sole discretion make the final determination, after due consideration of the input of the TOWN.

Section 13. RECORDS

13.01 CITY agrees to furnish TOWN with copies of such records maintained by CITY pertaining to the operation of costs of the CITY's Sewer System in regard to the TOWN's responsibility therefore pursuant to this Agreement, as the TOWN may

reasonably request in writing. Any costs thereof shall be borne by the TOWN as a miscellaneous direct charge fee.

13.02 The records to be maintained by the CITY, and to be made reasonably available to the TOWN shall include all records, documents, charts, graphs, invoices, other writings, computer printouts, or electronic or otherwise accumulated data, where appropriate, estimated data compiled by or on behalf of the CITY in allocating user charges.

13.03 Statements from the CITY to the TOWN for payments pursuant to this Agreement shall give computational details to identify each of the cost factors recited in Section 8 above.

13.04 The CITY shall prepare and keep on file written operating reports of the actual use of the Facility.

13.05 The CITY further agrees to convey to the TOWN any communications it sends to or receives from any governmental agency, departments, or instrumentality relating to the Facility which the CITY reasonably determines may materially affect the TOWN's rights or obligations hereunder, or pursuant to law.

Section 14. TERM

14.01 This Agreement shall continue in effect from the date hereof set forth above through December 31, 2024, except that TOWN shall make its final payments for use of CITY's Sewer System during calendar year 2024 on or before July 15, 2025, in accordance with the provisions of Section 8 of this Agreement.

14.02 The TOWN shall have the option to renew this Agreement for successive terms of not less than ten years on the same terms and conditions by written notice exercising such option within three years prior to such expiration or any subsequent expiration. The TOWN will not be reassessed for Facilities for which the TOWN has already made a capital contribution.

Section 15. RIGHT OF TERMINATION

15.01 Notwithstanding any other provision of this Agreement, but subject to any controlling law, order, or regulation of EPA or DEC, or any other governmental agency except the CITY, if any of the following events occur, the TOWN may terminate this Agreement upon giving at least sixty (60) days prior written notice to the CITY:

- (a) If EPA, DEC or any other governmental instrumentality demands, orders or compels the TOWN to commence work on construction of its own wastewater treatment plant.
- (b) If a Court orders termination of this Agreement.

15.02 Notwithstanding any other provision of this Agreement, but subject to any controlling law, order or regulation of the EPA, DEC, or any other government agency except the CITY, the TOWN may terminate this Agreement by giving the CITY at least 365 days prior written notice.

15.03 In the event of termination by the TOWN pursuant to this section, the TOWN must pay or continue to pay in full any balance of its allocation of costs pursuant to the terms of the foregoing Section 8 hereof through the end of the then current calendar year. If notice pursuant to Section 15.01 is not received at least sixty (60) days

prior to the end of a calendar year, or if notice pursuant to Section 15.02 is not received at least one hundred eighty (180) days prior to the end of a calendar year, the TOWN will be liable for fifty percent (50%) of its allocation of costs pursuant to Section 8 hereof for the next calendar year, in addition to its share of costs for the year in which notice is given.

Section 16. FORCE MAJEURE

16.01 Each of the parties hereto shall be excused from performance hereunder to the extent prevented by any cause beyond its reasonable control, including but not limited to strikes, fire, floods, and other acts of God. Any party so excused shall use due diligence to correct or remove the cause giving rise to any such condition and to resume full performance herewith as soon as possible. This Section shall in no event relieve the TOWN of its liability for payment of its share of the CITY's Share of Project Costs and Operating Costs during the time the Facility is inoperable by reason of any such event.

Section 17. TRANSFER

17.01 The TOWN may not assign nor transfer, either temporarily or permanently, any part of its interest herein, including any part or all of its allocated share of capacity, to any person, corporation or other municipality.

Section 18. NOTICES

18.01 All notice and communications hereunder shall be deemed to have been duly delivered if deposited in an official depository of the United States Postal Service addressed to the party entitled to receive such notice at the address stated below:

If to the CITY:

Board of Water and Sewer Commissioners
of the City of Glens Falls
Glens Falls Wastewater Treatment Plant
2 Shermantown Road
Glens Falls, New York 12801
Attention: Superintendent

If to the TOWN:

Town of Moreau
61 Hudson Street
South Glens Falls, New York 12803

Section 19. ENTIRE UNDERSTANDING

19.01 This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereto. This Agreement may be modified only by written Agreement signed by the parties hereto. Consent to modification for good cause shown shall not be unreasonably withheld. Notwithstanding the foregoing, in the event a modification hereof is necessary to prevent a violation of the CITY's SPDES permit, a violation of any applicable federal or state pollution discharge statute or regulation, interference with the Facility or appurtenant facilities; pass through of pollutants; or to improve opportunities to recycle or reclaim municipal or industrial wastewaters or sludge, the parties hereto shall execute an appropriate modification.

Section 20. WAIVER AND SEVERABILITY

20.01 No waiver by either party of any term or condition of this Agreement shall be effective unless in writing and signed by the party to be charged, nor shall such waiver

be deemed or construed as waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

20.02 Should any one or more of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement; and this Agreement shall in all circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

20.03 Any action taken by CITY pursuant to this Agreement or Appendix A hereto, or the failure of CITY to take an action allowed under this Agreement or Appendix A hereto, shall not diminish TOWN's responsibility to comply with the provisions of this Agreement and Appendix A hereto.

Section 21. COSTS OF ENFORCEMENT

21.01 TOWN shall pay any administrative, architectural, experts', engineering and attorney's fees of CITY incurred as a result of any violation of the provisions of this Agreement or Appendix A hereto by TOWN, or the enforcement of such provisions by CITY; whether or not resort is taken to a judicial or administrative proceeding to enforce or interpret same. Such payment shall be made within 30 days of written notice to TOWN setting forth such charges.

Section 22. SUCCESSORS AND ASSIGNS

22.01 This Agreement shall be binding upon and shall inure to benefit of the respective successors and assigns of the parties hereto.

Section 23. GOVERNING LAW

23.01 This Agreement shall be construed and enforced under the laws of the State of New York.

Section 24. SECTION HEADINGS, INDEX

24.01 The section headings and Index have been inserted herein for convenience only and shall not be deemed to be a part of this Agreement.

Section 25. DEC APPROVAL

25.01 This Agreement is subject to and conditioned upon approval of DEC. The TOWN agrees to comply with any changes in the terms of this Agreement required by DEC or EPA.

Section 26. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the 14 day of SEPT, 1994.

BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY
OF GLENS FALLS

Attest:

By: Vincent J. De Santis
Title: Mayor

TOWN OF MOREAU

Attest:

By: [Signature]
Title: [Signature]

EXHIBIT "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND located in the City of Glens Falls, Warren County, New York, more particularly bounded and described as follows: **BEGINNING** at the southerly right of way line of lands of Delaware and Hudson Railroad Company at its intersection with the division line between lands now or formerly of Niagara Mohawk Power Corporation on the west and the lands herein described on the east; said point of beginning being most easterly corner of Parcel #126C of New York Power and Light Corporation parcel as shown on map #F-2649 entitled "New York Power and Light Corporation, Lake George-Glens Falls Transmission Line, F.W. Wait Line Company Exchange of Parcels" dated May, 1933, thence in an easterly direction along the southerly line of lands now or formerly of Delaware and Hudson Railroad Company on a curve with a radius of 793.48 feet, intersecting angle 22° 18' 36", tangent 156.47, and continuing 308.97 feet to a point; thence South 68° 28' 00" East, 162.45 feet to a point, thence South 6° 50' 00" West 161.14 feet to a point; thence North 86° 05' 00" East 238.92 feet to a point; thence South 6° 50' 00" West 826.42 feet to the shore of the Hudson River; thence along the shore of the Hudson River the following distances and courses, North 88° 06' 00" West 54.54 feet to a point, thence South 79° 53' 00" West 114.40 feet to a point; thence North 67° 37' 00" West 90.80 feet to a point; thence North 87° 20' 00" West 238.20 feet to a point, thence South 89° 15' 00" West 420.70 feet to a point; thence South 82° 22' 00" West 188.60 feet to a point; thence South 74° 13' 00" West 104.10 feet to a point, thence North 82° 30' 00" West 257.10 feet to a point on the shore of the Hudson River marking the southwest corner of the subject parcel, thence on a course away from the river, North 7° 10' 00" East 468.92 feet to a point, thence North 55° 34' 00" East 985.32 feet to a point, thence North 6° 50' 00" East 55.10 feet to the point of beginning.

SUBJECT to easements of record.

ALSO BEING the same premises conveyed by The Sherman Lime Company to the Village of Glens Falls by deed dated November 26, 1906 and recorded in the Warren County Clerk's Office on December 13, 1906 in Book 108 of Deeds at Page 510.

BEING the same premises conveyed by F.W. Wait Lime Company to the City of Glens Falls by deed dated March 15, 1939 and recorded in the Warren County Clerk's Office on April 19, 1939 in Book 211 of Deeds at Page 245.

EXHIBIT "B"

2. INDUSTRIAL WASTE SURVEY

Section 403.8(f)(2) of the General Pretreatment Regulations requires a POTW to identify and locate all possible industrial users subject to the pretreatment program, and to identify the volume and character of pollutants discharged by these users. The Industrial Waste Survey (IWS) is commonly used to obtain this information. The information gathered during the IWS is essential in developing your pretreatment program because it provides the basis for most other activities. By identifying these industries and what they discharge, you can logically identify sources of known (or suspected) treatment plant problems, develop local limits for problem dischargers, determine sampling and analysis needs (both at the industries and in the treatment plant itself), and estimate manpower and equipment needs. Four major activities comprise the IWS:

1. Compiling a master list of potential industrial users located in the POTW service area.
2. Surveying each of these industries to collect the necessary information.
3. Conducting follow-up activities, where needed, to obtain complete and accurate information.
4. Summarizing the data for use in developing the pretreatment program.

Each of these activities is discussed in detail below.

2.1 COMPILE A MASTER LIST OF INDUSTRIAL USERS

The first step in conducting an IWS is to develop a master list of all industries (commonly called industrial users or IUs) in your POTW's service area that discharge to the treatment system. To identify these potential industrial users (including those in neighboring jurisdictions where appropriate) and to obtain their mailing addresses, you may want to consult the following sources:

1. Existing sewer authority files.
2. Water use and billing records.
3. Utility company records.
4. Sewer connection permits.

5. Business license records.
6. Chamber of Commerce rosters.
7. Local telephone directory.
8. Property tax records.
9. City and State industrial directories.
10. Other standard listings of industrial firms.

Lists of industrial users from the first four sources are usually very complete and may be the best places to start in compiling a master list. If these listings are not available, the other sources indicated above may be consulted to develop the master list.

2.2 SURVEY INDUSTRIAL USERS

Once the master list has been compiled, the next step is to gather data from each IU. This information may be gathered by using questionnaires or telephone calls, or by visiting IUs. Some information may already be on file at the POTW. If your POTW is small (typically 7 or 8 mgd or less) and has very few industries (typically less than 10), you may visit or call to survey these industries. A POTW may also sponsor a workshop to distribute and explain survey questionnaires to its IUs. Questions about the survey or the local pretreatment program can be answered at this time.

POTWs with current industrial information may find it feasible to eliminate particular industries or groups of industries from survey efforts if the industry is:

1. A manufacturing operation which does not generate wastewater (drying manufacturing process).
2. A direct discharger.
3. A discharger of sanitary wastewater only.

If your master list of potential industrial users includes theaters, beauty shops, barber shops, or retail sales firms, such businesses can usually be eliminated prior to contacting the firms. These businesses can be eliminated because their discharges typically do not contain the volume or type of significant pollutants that concern the

POTW.

Other listings may be classified as industries but are actually offices or warehouses, with no non-domestic wastewaters discharged. Thus, they also may be eliminated from the master list. Hotels, motels, restaurants, and gas stations may be removed as well if they do not contribute to problems in the collection system or the treatment plant involving oil and grease or other discharged substances. You should have reliable or verifiable information in order to eliminate any industry from the list. In addition, criteria for eliminating the industry from this list should be valid, and should be documented in your pretreatment program submission.

Regardless of how you decide to conduct the survey, the following information, at a minimum, should be requested from those industries that are contacted:

1. Name of Industry.
2. Address of Facility.
3. Standard Industrial Classification (SIC) code(s) or expected classifications.
4. Wastewater flow (if unknown, may use water consumption rate).
5. Types and concentrations (or mass) of pollutants contained in discharge.
6. Major products manufactured or serviced supplied if pollutant constituents in discharge are not known.
7. Description of existing on-site pretreatment facilities and practices.

Although these data are sufficient for developing the pretreatment program, you may consider requesting the following information to better evaluate your industrial dischargers:

1. Locations of discharge points.
2. Raw materials used or stored at the site.
3. Flow diagram or sewer map for the industry.
4. Number of employees.

5. Operation and production schedules.
6. Spill Prevention Control and Countermeasures (SPCC) plan description.

If the POTW already has portions of the necessary survey information in its files, then the survey need only request the outstanding portions of information. Generally, if the information was collected within the last three years, you may consider it up-to-date. However, this guideline should be followed only if POTW personnel can be relatively sure that the IUs in question have not significantly changed their operations during the period.

Most POTWs use questionnaires to gather the required information. You should develop questionnaires that are easy to read and understand. The questionnaire should require the signature of an official authorized to sign for the company, as well as the name of a company representative who can be contacted to arrange site visits for inspection and monitoring. A sample questionnaire is provided in Appendix H. This questionnaire uses a two-stage approach. If the company does not generate certain wastes (specified in Question A.8 of the questionnaire), then it need not complete the entire questionnaire. Also note that the questionnaire can serve as a wastewater discharge permit for the IU if the POTW chooses to use permits as a control mechanism.

A letter should accompany the questionnaire explaining the purposes of a local pretreatment program and describing how survey data will be used. It should also state the deadline for completing the form and returning it. Approximately two to three weeks should be sufficient time. The name and telephone number of a municipal official who can be contacted if the industries have questions about the survey should be included in the letter. To increase the initial response rate, you might include a stamped, self-addressed envelope for returning the completed questionnaire.

2.3 CONDUCT FOLLOW-UP ACTIVITIES

As industrial waste survey responses are gathered, they should be reviewed for completeness and accuracy. To determine which firms have not responded to the survey, you should develop a method to track firms that return a properly completed questionnaire and firms that do not respond. For firms that do not respond by the deadline, the POTW should undertake follow-up activities, such as letters of reminder, telephone calls, or site visits. A maximum of approximately six to eight weeks from the initial survey mailout date should be sufficient time to conduct follow-up activities. The amount of time you will need for follow-up activities will vary according to the number of firms which you are surveying. Your program submission should describe the follow-

up measures used and list any IUs that ultimately did not submit a completed form.

2.4 SUMMARIZE SURVEY RESULTS

Your next step will be summarize the type and number of local IUs and the types and quantities of specific pollutants, particularly toxic pollutants, entering the treatment plant system. This summary is the best way to interpret industrial data and begin to determine IU sampling and monitoring schedules, as well as specific local effluent limits.

Tables 2.1, 2.2 and 2.3 are presented here as sample work sheets for summarizing data. Table 2.1 provides a format to list industries surveyed by the POTW. Check marks can be used to complete the form where appropriate. Where further explanation is necessary for clarification, you can simply attach additional pages. Table 2.2 can be used to list those industries eliminated from survey efforts and the reason for their elimination. The combined lists of industries in Table 2.1 and 2.2 should represent your master list of industrial users; thus, a separate master list would not be required in your submission.

Table 2.3 can be used to summarize information specifically related to the quantity and quality of waste discharged by the IUs. It can also be valuable if you operate more than one treatment plant and/or service other jurisdictions with your plant. The list should include only those firms that discharge non-domestic industrial wastewater to the POTW. Data from the table can be organized in several formats:

1. By SIC categories.
2. By specific pollutants entering the POTW system.
3. By POTW system.

The example in Table 2.3 illustrates grouping SIC code. Depending on the format selected, the table can be used to identify industries subject to categorical standards, pollutants subject to local discharge limitations, or the treatment plant to which an industrial user discharges. To assist you in compiling these data, Appendix D presents the priority pollutants commonly found in the discharges of categorical industries, the SIC codes for industries affected by categorical standards, and a listing of generally accepted detection limits for the analysis of the priority pollutants.

2.4.1 INDUSTRIAL CLASSIFICATION SCHEME

At this stage of your pretreatment program development, it may be helpful to

group IUs according to a classification scheme. A classification scheme is not required for submission, but can be very useful for establishing monitoring, permitting, and administrative procedures. IUs can be classified by factors such as type of industry, flow rate, and the character of their waste. One suggested classification scheme involves a permit system and divides industries into the following three group:

Group 1 - Major or significant industries, defined as many industry that:

1. Is subject to categorical standards.
2. Discharges a non-domestic waste stream of 25,000 gallons per day (0.025) ~~§~~ or more.
3. Contributes a non-domestic waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the treatment plant.
4. Has a reasonable potential, in the opinion of the POTW Supervisor, to adversely affect the POTW treatment plant (inhibition, pass-through of pollutants, sludge contamination, or endangerment of POTW workers).

These industries would be regulated individually and have specific effluent limitations (including conventional pollutants, where necessary) placed on their discharges. They should also be monitored and inspected periodically to ensure compliance with their limitations. ~~X~~

Group 2 - Minor IUs, defined as small industries and some commercial users (restaurants, auto repair shops, etc.) whose individual discharges do not significantly impact the treatment system, degrade receiving water quality, or contaminate sludge. Industries that have the potential to discharge a non-domestic or process water stream, but at the present time discharge only sanitary waste, may also be included in this group. However, this group does not contain any categorical industries. Industries in this classification may be included in a general permit system and occasionally monitored and inspected to determine if their status has changed. If waste streams from any of these users or a group of these IUs become a problem, the POTW may require a general permit for all IUs in that group or may wish to change their classification to a significant or major IU.

Group 3 - Insignificant IUs, define as those that have been eliminated from further consideration. These include industries that do not discharge to the POTW, or do not have any reasonable chance of discharging a non-domestic waste stream to the POTW.

2.4.2 INDUSTRIAL WASTE SURVEY DATA MANAGEMENT

In conducting the IWS, a POTW (especially a large one with many industrial users) may generate a great quantity of data that must be summarized and readily accessible. To manage this information, you will need to establish a data management system, either by developing a new filing system, expanding your current filing system, or using a computerized management information system. For large POTWs, a computer may be the most accurate means to maintain and update IU information because of the varied capabilities it offer, such as:

1. Accepting IWS data.
2. Printing labels for mailing out questionnaires, notices, etc.
3. Tracking the status of each mailed questionnaire.
4. Storing survey responses in an accessible manner.
5. Providing aggregate data statistics.
6. Incorporating data from future monitoring programs.

Chapter 6 of this manual also discusses data management needs you might encounter as you develop the pretreatment program.

2.5 IWS INFORMATION FOR THE PROGRAM SUBMISSION

To adequately document the IWS and assist the Approval Authority in reviewing your program, the submission should include the following:

1. Sources used to compile a comprehensive (master) list of IUs.
2. Methods used for the survey (questionnaire, site visit, telephone, etc.).
3. A copy of the questionnaire and the letter sent to the industries including dates the forms were sent (if questionnaire was used).

4. A description of follow-up actions taken by the POTW to obtain properly completed survey forms from IUs, and the response rate for the entire survey (including industries that did not return completed survey forms despite follow-up actions).
5. A master list of all industries discharging to the treatment plant that:
 - a. Indicates which industries were eliminated from the survey and the criteria used to eliminate them.
 - b. Summarizes IWS results including a list of IUs affected by the program, a classification of these users (either by SIC code, industrial category, or other appropriate scheme), and a list of pollutants known or suspected to be discharged from each IU. Where available, information on the concentrations of these pollutants should also be presented.

These two items can appear either separately or together (as a master list).

TABLE 2.1

INDUSTRIAL WASTE SURVEY RESULTS

<u>Company Name</u>	<u>Company Address</u>	<u>SIC Code</u>	<u>No Discharge to POTW</u>	<u>Domestic Wastewater Only (Noncontact Cooling, Boiler/Tower Blowdown)</u>	<u>Pollutants In Nondomestic Wastewater 126 Priority Pollutants</u>	<u>Pollutants In Prohibited Pollutants</u>	<u>Did Not Respond</u>
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TABLE 2.2

INDUSTRIES ELIMINATED FROM FURTHER SURVEY EFFORTS

<u>Company Name</u>	<u>Company Address</u>	<u>Company Contact</u>	<u>Telephone Number</u>
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NOTE: The reason for eliminating each of these industrial users from further survey efforts must be shown. If groups of industrial users were all eliminated for the same or similar reasons, these can be listed together and a single explanation provided.

TABLE 2.3

INDUSTRIAL USERS DISCHARGING NONDOMESTIC WASTE

Treatment Company Name Jurisdiction	SIC Code/ Industrial	Average Flow	Pollutants Known or Suspected Present in	Average Pollutant Concentrations,	
	<u>Category</u>	<u>(gpd)</u>	<u>Nondomestic Wastestream</u>	<u>If Known</u>	<u>Plant</u>

AGREEMENT

This Agreement entered into as of the ____ day of _____ 199__ by and between the BOARD of WATER AND SEWER COMMISSIONERS OF THE CITY OF GLENS FALLS, a municipal corporation organized under the laws of the State of New York, with offices at 42 Ridge Street, Glens Falls, New York (the "CITY") and the TOWN OF MOREAU, a municipal corporation organized under the laws of the State of New York, with offices at 61 Hudson Street, South Glens Falls, State of New York (the "TOWN").

(TOWN SIU)

RECITALS

Whereas, TOWN and CITY have entered into an Agreement for the discharge of Wastewater from the TOWN to the CITY's Sewer System;

Whereas, TOWN SIU is a Significant Industrial User located within the Town, which benefits from the availability of the Facility for treatment of its waste;

Whereas, the parties hereto intend to comply with all applicable federal and state pollution discharge requirements, including but not limited to 40 CFR Part 403 and the SPDES Permit of the CITY, and Chapter 88 of the City Code as amended; the parties hereto agree as follows:

1. Capitalized words in this Agreement shall have the same meaning as set forth in an Agreement between CITY and TOWN dated _____, 19__.

2. TOWN SIU has received a copy of a reviewed the provisions of said Agreement between CITY and TOWN dated _____, 19____, and agrees that in consideration for the CITY's treatment of its wastewater at the Facility, TOWN SIU shall comply with all provision in said Agreement which referenced TOWN SIU, including cooperation with TOWN and CITY in regard to completion of an industrial waste survey, compliance with TOWN Industrial Wastewater Discharge Permit conditions, monitoring requirements, reporting requirements, pollution discharge requirements, and pretreatment requirements.

3. TOWN SIU agrees that is shall not increase its flow to the TOWN sewer system, or alter the constituent makeup thereof, without making application to TOWN and CITY in accordance with the provisions of Appendix A of the said Agreement between the CITY and TOWN, and receipt of written approval therefore from the TOWN and CITY.

4. TOWN SIU shall make its records and plant facilities, and other property owned by it which is relevant to its discharge of pollutants to the TOWN sewer system, or record keeping pertaining thereto, to TOWN and CITY representatives upon demand.

5. TOWN SIU shall at its sole cost and expense, if ordered by TOWN or CITY, construct a sampling manhole at a location approved by, and in accordance with plans and operating procedures approved by CITY or TOWN as the case may be, which Facility shall be used for access for monitoring and sampling of TOWN SIU's Wastewater effluent discharge, and which Facility shall be made available to CITY and TOWN representatives upon demand.

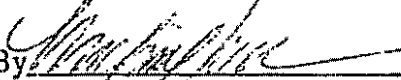
6. In the event of a violation of the provisions of this Agreement or the said Agreement between the CITY and TOWN by TOWN SIU, TOWN SIU agrees that the sanction provisions of Article 6 of Appendix A of the said Agreement between the CITY And the TOWN shall apply to it, and that in such event, said Article 6 shall be construed so that the term "TOWN" as set forth in said Article 6 shall also mean "TOWN SIU" as such latter term is defined herein, and in all other respects the provisions of said Article 6 shall remain as written in said Appendix A.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement by the duly authorized representatives.

BOARD OF WATER AND SEWER COMMISSIONER OF
THE CITY OF GLENS FALLS

By _____
Chairman

TOWN OF MOREAU

By  _____

TOWN SIGNIFICANT INDUSTRIAL USER

(Name of Town SIU)

By _____
(Title of Officer)

APPENDIX A

ARTICLE 1 - PURPOSE/POLICY/APPLICABILITY

Section 1.01

The provisions of the Federal Water Pollution Control Act, also known as the Clean Water Act, being 33 USC 1251, et. seq. as amended, and regulations promulgated pursuant thereto, particularly 40 CFR Part 403, as amended, and the local pollutant discharge requirements set forth in Chapter 88 of the Code of the City of Glens Falls, as amended, apply to the Facility and discharges therefrom. As a contributor to the Facility, the TOWN recognizes the legal constraints imposed upon the CITY by the aforesaid statutory and regulatory authority, as well as the interests of the CITY in complying with the provisions of its State Pollutant Elimination System (SPDES) Permit and in maintaining the engineering, biological and structural integrity of the Facility and appurtenant facilities. The provisions of this Appendix A are intended to insure continued compliance by the TOWN with the parameters imposed by the CITY in conjunction with the aforesaid legal requirements. For the purpose of this Appendix, the term CITY shall mean the Board of Water and Sewer Commissioners of the City of Glens Falls; Agreement shall mean the Agreement between CITY and TOWN to which this Appendix is a part; and the terms used in this Appendix shall have the same meaning as defined in Section 1 of the Agreement.

Section 1.02

This Appendix A is intended to prevent discharge into the Facility and appurtenant facilities of substances which may "interfere" with the Facility or "pass through" the Facility, and to improve opportunities to recycle the reclaim municipal and industrial wastewaters and sludges. (Quoted terms are defined in accord with 40 CFR 403.3).

Section 1.03

The CITY shall allow the TOWN to contribute Wastewater to the Facility, and the TOWN shall have the right to such contribution, subject to the provisions of this Appendix A. The provisions of this Appendix A apply to Wastewater discharge to the CITY's Sewer System through the Warren Street Connection, or such alternate or additional connection as may from time to time be established, except where the context clearly indicates a contrary meaning.

ARTICLE 2 - INDUSTRIAL WASTE SURVEY

Section 2.01

TOWN shall implement and complete an industrial waste survey, submit the results thereof to the CITY for review and approval, and conduct any additional related activities as CITY shall direct. Said industrial waste survey shall be conducted in accordance with procedures and practices acceptable to the EPA, DEC and CITY, at a minimum. TOWN shall adhere to the guidelines set forth in Exhibit B annexed to the Agreement in the implementation of said survey. Results of said survey shall enable TOWN and CITY to identify the amount of flow and constituent makeup of the flow of all TOWN Industrial Users, so that TOWN SIU's can be identified.

ARTICLE 3 - POLLUTANT DISCHARGE AND PRETREATMENT REGULATIONS

Section 3.01

a) TOWN shall not contribute or cause to be contributed to the Facility directly or indirectly, any pollutant, wastewater or other material which will inhibit or interfere with the operation or performance of the Facility, or the use or disposal of the sludge or ash generated by the Facility, or pass through the Facility without adequate treatment in violation of any applicable federal, state or local environmental regulation into the receiving waters of the Hudson River or into the sludge by-product or other emission of the Facility. TOWN shall be responsible under this Agreement for all discharges to the Facility from the TOWN, regardless of the source within the TOWN of such discharge, be it domestic, commercial, industrial, or any combination thereof. For purposes of this Agreement and this Appendix A, TOWN's contribution to the Facility shall be determined based on the discharge passing through the connection to the CITY's sewer lines on Warren Street, and through such additional connection points as may hereinafter be constructed as an alternative to, or in addition to such tie in.

b) TOWN shall not contribute, directly or indirectly, the following substances to the Facility:

- i. Any liquid, solid or gas which by reason of its nature or quantity is sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any way to the Facility or appurtenant facilities or to the operation or operating personnel of the Facility. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than 5% nor any single reading over 10% of the Lower Explosive Limits (LEL) of the meter. Materials

prohibits under this subsection include but are not limited to substance(s) which the CITY, the DEC or the EPA have notified TOWN poses a fire or explosion hazard to the Facility.

- ii. Any solid, viscous, suspended or other undissolved substance which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, oil or fat in concentrations exceeding 100 ppm by weight, garbage with particles greater than 1/4 inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass, clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grindings or polishing wastes.
- iii. Any wastewater having a pH less than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structure, equipment or personnel of the Facility.
- iv. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, so as to potentially inhibit or interfere with the operation or performance of the Facility, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Facility, or exceed a limitation set forth in a National Categorical Pretreatment Standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307 (a) of the Federal Water Pollution Control Act as amended, 33 USC 1251 et. seq. (the "ACT").
- v. Any wastes which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to health or life or are sufficient to prevent entry into the sewer system for their maintenance and repair.
- vi. Any substance which may cause the Facility's effluent or any other product of the Facility such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance, discharged to the Facility, cause the Facility to be in noncompliance with the sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the ACT; any criteria, guidelines, or regulations

affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act; or State criteria applicable to the sludge management method being used.

- vii. Any substance which may cause the CITY to violate its SPDES Permit or the receiving water quality standard.
 - viii. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
 - ix. Any wastewater having a temperature which may inhibit biological activity or result in interference with the operation of the Facility, but in no case wastewater with a temperature at the introduction into the Facility or appurtenant facilities which exceeds 40 degrees centigrade (104 degrees F).
 - x. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released in a sludge load at a flow and/or pollutant concentration which will cause interference to the Facility. In no case shall a slug load have a flow rate or contain concentrations or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
 - xi. Any wastewater containing any radioactive waste or isotopes of such half life or concentration as may exceed limits established by the CITY in compliance with applicable State or Federal regulations, or limits set forth in any applicable Federal or State regulation.
 - xii. Any waters or wastes containing suspended or settleable solids of such character and quantity that usual attention or expense is required to handle such materials at the Facility.
 - xiii. Any substance which exceeds a National Categorical Pretreatment Standard promulgated by the EPA, or any other applicable federal, state or local pollutant discharge regulation.
- c) i. Discharge of any of the following materials in excess of the concentration set forth below is prohibited:

SUBSTANCE

MAXIMUM CONCENTRATION OF
DISCHARGE ALLOWED INTO POTW (mg/l)

(See attached Schedule I of Appendix A)

- ii. The provisions of this subsection (c) in no way limit the general regulations contained in subsections (a) and (b) of this section. At such time(s) as the CITY determines that modification of or addition to the provisions of subsection (c) (i) of this section is warranted, it shall contact TOWN, and the CITY and TOWN shall negotiate mutually acceptable modification(s) or addition(s) to such terms. TOWN approval of the CITY's proposals shall not be unreasonably withheld. Said modification(s) or addition(s) shall not be more stringent than those imposed upon other industrial users of the Facility, unless necessitated by the particular quantity or quality of the effluent discharge of TOWN. TOWN shall accept any such modification(s) or addition(s) which is deemed by the CITY to be necessary in order to prevent a violation of the CITY's SPDES permit, to prevent a violation of the CITY's contract with Ciba Geigy Corporation, interference with the Facility, pass-through of pollutants, or negative impact upon the recycling or reclamation of wastewater or sludge from the Facility.
- iii. Any such modification(s) or addition(s) shall be set forth in a writing executed by the parties hereto and shall become a part of this Agreement as of the effective date of such writing.

Section 3.02

Except where expressly authorized by an applicable pretreatment standard, TOWN and/or a VILLAGE Industrial User shall not increase the use of process water or in any way attempt to dilute a discharge as a partial or a complete substitute for adequate treatment to achieve compliance with any Federal, State or City pollution discharge limitations.

CITY in its sole discretion may set mass limitations on the TOWN or any individual TOWN Industrial User who is using dissolution to comply with the provisions of Article 3 hereof.

Section 3.03

- a) VILLAGE shall provide protection from accidental discharge of substances

regulated by this Agreement. Facilities to prevent accidental discharge of prohibited substances shall be provided by and maintained at TOWN's own cost and expense. Detailed plans acceptable to the CITY showing facilities and operating procedures to provide this protection shall be submitted to the CITY for review, and shall be approved by the CITY before construction or operation of such Facility. TOWN shall complete such a plan and shall have an accidental discharge system on line, functioning as approved by the CITY prior to discharge to the Sewer System. Review and approval of such plans and operating procedures shall not relieve TOWN from the responsibility to modify its Facility as necessary to meet the requirements of the Agreement or this Appendix A or from any of the sanctions set forth in Article 6 of this Appendix A in the event of a violation to which said Article 6 applies.

b) In the case of an accidental discharge, it is the responsibility of TOWN to immediately notify the CITY of the incident. The notification shall include the location of the discharge, type of waste, concentration and volume, and corrective actions taken and to be taken. Within five (5) days following an accidental discharge, TOWN shall submit to the CITY a detailed written report specifying the constituents, mass, volume, concentration and duration of the discharge, and describing the cause of the discharge and the measures to be taken by TOWN to prevent similar future occurrences. Such notification shall not relieve TOWN from any of the sanctions set forth in Article 6 of this Agreement for the violation of term(s) of this Agreement.

c) A notice shall be permanently and prominently posted in areas of plants of all Industrial Users within the TOWN which might be involved in the generation of an accidental discharge, within the meaning of this section, and in areas where employees are located who would likely become aware of such an accidental discharge. Such notice shall define accidental discharge in language understandable by the employees and state that as soon as an accidental discharge takes place, any employee who becomes aware thereof is to telephone the Superintendent of the Water and Sewer Department of the CITY and advise him of that fact. In addition, TOWN shall assure that all employees of such Industrial Users are told of the definitional and notification provisions of this section. The telephone notice provided for in this subsection shall be followed by the written notice provided for in subsection (b) of this section.

Section 3.04

a) Prior to the discharge of effluent to the Facility, TOWN shall assure that all effluent subject to pretreatment has been pretreated so as to comply with the terms of this Article 3. TOWN shall assure that all Users governed thereby shall achieve compliance with all National Categorical Pretreatment Standards (NCPS) within the time limitations specified in each of said pretreatment standards. If no time limit is set forth in the applicable NCPS, TOWN shall assure that compliance is achieved within three(e) years

from the date of this Agreement, or such shorter time as may be determined by the CITY, and transmitted by written notice to the TOWN, but in no event less thirty (30) days from the date of receipt of said notice by the TOWN.

b) All facilities required to pretreat effluent discharge to the Facility shall be constructed, operated and maintained in good working order satisfactory to the CITY at not cost or expense to the CITY.

- c) i. VILLAGE shall take whatever measures are necessary to assure that any TOWN SIU shall submit to the VILLAGE and CITY written plans and operating procedures for pretreatment facilities existing as of the effective date hereof. These shall be approved by the CITY or rejected with a written statement of the reasons for rejection. Each such TOWN SIU shall alter its pretreatment facilities or procedures to comply with any written statement of rejection from the CITY, and resubmit a supplemental application for approval indicating how the CITY's comments have been addressed. Said pretreatment facilities shall be modified by each TOWN SIU in accordance with any comments from the CITY, and said modifications shall be approved by the CITY prior to the discharge of effluent by that TOWN SIU to the TOWN's facilities, or the CITY's Sewer System.
- ii. TOWN shall take whatever measures are necessary to assure that each TOWN SIU which does not have an operational pretreatment Facility as of the effective date hereof, shall submit to TOWN and CITY within thirty (30) days after the effective date hereof, written proposed plans and operating procedures for a pretreatment Facility to bring its effluent discharge within the limits set forth in Article 3 hereof. These shall be approved by CITY or rejected with a written statement of the reasons for such rejection. Each such TOWN SIU shall modify its proposed plans or operating procedures in accordance with CITY's comments and resubmit same to CITY for approval, indicating how the CITY's comments have been addressed. Upon approval of plans and procedures by CITY, each such TOWN SIU shall begin construction of such facilities at its sole cost and expense. No effluent shall be discharged to the CITY's Sewer System by such a TOWN SIU until after a pretreatment Facility is constructed and operational in accord with the CITY's approval, and CITY has verified that the as-built Facility complies with the approved plans.
- iii. In the event of any new TOWN IU's within the TOWN, or a proposed change in the effluent discharge of any TOWN IU

(presently within the TOWN), TOWN shall submit an application to CITY on a form approved by CITY specifying the amount of proposed flow or modified flow and constituent makeup thereof for the CITY's determination whether the proposed discharge requires pretreatment under the provisions of Article 3 of this Appendix A. CITY shall act on said application within 30 days of receipt thereof, by making a determination whether or not Article 3 applies or by requesting more information to make such a determination. CITY shall make a determination as to applicability of Article 3 within 30 days of receipt of a complete submittal by the TOWN. Upon the determination of Article 3 applies to a proposed discharge, (thereby classifying that TOWN IU as a TOWN SIU) TOWN shall (in conjunction with the affected TOWN SIU if the TOWN so desires), submit to CITY written plans and operating procedures for pretreatment facilities to be constructed to treat the said waste. These plans shall be approved by the CITY or rejected with the written statement of the reasons for the rejection. Pretreatment facilities shall be constructed in accordance with the comments of the CITY and the approval given by the CITY, and the pretreatment facilities shall be on line and approved by the CITY prior to the contribution, or the beginning of contribution of a modified effluent discharge as the case may be, to the TOWN, the CITY's Sewer System.

iv. Prior to construction of any pretreatment facilities by TOWN, TOWN shall obtain the written approval of the CITY therefore. TOWN shall submit written plans and operating procedures to the CITY as an application for approval. These shall be approved by the CITY, or rejected with a written statement of the reasons for the rejection. The CITY approval shall not be unreasonably withheld. TOWN shall alter its planned facilities or procedures to comply with any written statement of rejection by the CITY, and resubmit a supplemental application for approval indicating how the CITY's comments have been addressed.

d) Once a pretreatment Facility is constructed, CITY shall review the as-built plans and procedures and determine compliance with the approved plans and procedures. If any discrepancies are found, TOWN and any applicable TOWN SIU shall be notified in writing and shall correct same. No pretreatment Facility shall be operated, nor wastes to be treated thereby discharged to the CITY's Sewer System, until CITY has approved the as-built facilities.

e) Noncompliance of TOWN or any TOWN SIU with the accepted construction

plans or operating procedures shall be a violation of this Agreement by TOWN and shall subject TOWN to any of the sanctions set forth in Article 6.

f) The review of such plans and operating procedures will in no way relieve TOWN or any TOWN SIU from the responsibility to modify or construct, and to operate the Facility as necessary to comply with the terms of this Agreement and any applicable federal, state or local regulations. Approval of such plans, procedures or facilities by the CITY shall not relieve TOWN from liability as set forth in Article 6 of the Agreement.

g) Any changes in the physical Facility or in the operating procedures shall be reported in writing to the CITY and approved by it prior to effecting said changes.

h) In addition to the provisions of this Section, TOWN shall submit a report to the CITY within thirty (30) days of the effective date hereof, notifying the CITY of all TOWN SIU's subject to the pretreatment requirements under this Article 3. TOWN shall notify the CITY as soon as it is made aware that any new Industrial User not listed in said report intends to locate within the TOWN, and at least sixty (60) days prior to a proposed modification of the quality or quantity of effluent discharge by any TOWN IU. CITY shall then determine, in accord with this Section 3.04, whether pretreatment facilities are necessary for such an Industrial User.

Section 3.05

a) Any information submitted to the CITY pursuant to this Agreement or Appendix A may be claimed as confidential by TOWN or a TOWN IU. Any such claim must be asserted at the time of the submission by stamping the words "CONFIDENTIAL BUSINESS INFORMATION" on each page containing such information. If not claim is made at the time of the submission, the CITY May make the information available to the public without further notice. Any such request for confidential treatment of information and for access to such information shall be acted upon by the CITY in accordance with the procedures set forth in 40 CFR Part 2. Any information not so marked shall be available to the public at least to the extent provided in 40 CFR 2.302.

b) Notwithstanding the foregoing, information and data which are effluent data, such as identifying the nature and frequency of discharges to the Facility shall be available to the public without restriction.

Section 3.06

In the event of the concurrent applicability of any federal, state and/or local pretreatment or pollution discharge requirement, the more stringent requirement shall apply to TOWN's discharge to the CITY's Sewer System, and any TOWN Industrial

User's discharge to the CITY's Sewer System.

Section 3.07

TOWN shall develop an Industrial Wastewater discharge permit system governing the discharge of wastewater to the Sewer System by TOWN IU, which system shall address the issues set forth in Section 8.03 of Chapter 88 of the CITY Code as amended, containing such terms as will assure compliance by VILLAGE Industrial Users with the reporting, monitoring, and pollutant discharge limitations set forth in the VILLAGE Ordinance and the provisions of the Agreement and this Appendix A, and which will insure that any proposed modification in flow or constituent makeup thereof by a TOWN IU is reviewed and approved by CITY prior to implementation of such modification. The TOWN's permit system must be approved by the CITY And in operation prior to the TOWN's discharge of wastewater into the Sewer System.

ARTICLE 4 - REPORTING

Section 4.01

CITY and TOWN shall comply with the provisions of 40 CFR 403.12, as amended. The terms, "Industrial User" and "Control Authority" as used in 40 CFR 403.12 shall be construed as referring to TOWN and the CITY respectively. The TOWN shall be construed as an Industrial User for reporting purposes only.

Section 4.02

In addition to compliance with Section 4.01 hereof, TOWN shall submit quarterly written reports to the CITY identifying the nature and concentration of any substances in TOWN's effluent discharge which are referred to in Article 3 hereof and Section 10.02 of this Agreement. This report shall include a record of measured or estimated average and maximum flows for the reporting period and shall identify which figures are estimates and which are based on measurements, and in the case of estimates the basis therefore, and shall state that all pollution discharge limitations set forth in Article 3 and Section 10.02 of this Agreement have been complied with, or in the event there has been a violation (s) thereof, specify each instance of violation, the duration of the violation, the substance(s) involved in the violation, the concentration, volume and mass, the reason for the violation, and the measures adopted to prevent recurrence thereof. If the CITY has imposed mass limitations pursuant to 40 CFR 403.6 (d), this report shall state the masses of the discharge of such pollutants. This report shall also specify the flow and constituent makeup thereof of each TOWN IU.

Section 4.03

TOWN Shall cause all affected TOWN SIU's to comply with the provisions of 40 CFR 403.12, and shall submit the reports of same to CITY immediately upon receipt thereof by TOWN.

Section 4.04

Any of the reports submitted to the CITY under this Article shall be subject to the CITY's approval. If the CITY rejects a report, it shall state the reasons for the rejection in writing and TOWN shall submit a revised report in accord with those comments as soon thereafter as is possible. Approval or rejection of a report shall be by resolution.

ARTICLE 5 - MONITORING

Section 5.01

a) TOWN shall engage in continual self monitoring of its effluent discharge to the Facility and shall submit reports thereof in accord with Section 4.02 hereof. Additionally, the results of such monitoring shall at all times be available to authorized representatives of the CITY upon demand. X

b) In the event of a violation of any provision of Article 3 hereof, TOWN shall immediately notify the CITY Superintendent of Water and Sewer Department by phone, and shall within five (5) days after the date of the violation, submit a written notification to the CITY specifying the date and time of each violation, duration of each violation, the substance(s) involved in violation, the concentration, volume and mass, and the reason for the violation.

Section 5.02

a) Representatives of the CITY shall engage in scheduled and unscheduled monitoring of the effluent discharge of TOWN, at such times as the CITY in its sole discretion may determine. Authorized CITY representatives shall have full access to the facilities referred to in Section 6 of the Agreement for these purposes and shall have access to the plant and premises of TOWN and TOWN IU for purposes of inspecting the effluent discharge and pretreatment operations, procedures, facilities and records of the TOWN and TOWN IU in regard to effluent discharge to the Facility.

b) In the event of a violation of Article 3 by TOWN, or a reasonable suspicion on the part of the CITY that a violation has or is about to occur, representatives of the CITY may conduct unscheduled monitoring of the effluent discharge of TOWN or any TOWN

IU. In such a case, the CITY representatives shall have access to the facilities referred to in Section 6 of the Agreement and Section 5.02(a) hereof, to any business or other records of TOWN or TOWN IU relevant to the issue, and to any areas of the plant or premises of TOWN or TOWN IU for purposes of ascertaining the role of TOWN or TOWN IU in said actual or threatened violation and the volume, mass, concentration, duration and constituents of any such discharge.

c) TOWN and all TOWN Industrial Users shall allow CITY representatives access to areas of their facilities necessary for those representatives to sample, monitor or inspect any areas or facilities of any of them which are sources of effluent discharge to the Facility, the pretreatment Facility of TOWN, and/or any TOWN IU and facilities appurtenant thereto, and the records of TOWN and/or any TOWN IU regarding its discharges into the Facility. TOWN and any TOWN IU may allow for security personnel to accompany the CITY representatives while on their property; however, the access of CITY's representatives to the area set forth in this subsection may not be denied or curtailed.

d) TOWN shall cause CITY to have the right to such access to such TOWN IU's records and premises as set forth in this Section 5.02.

ARTICLE 6 - ENFORCEMENT

Section 6.01

In the event of any actual or threatened noncompliance with the provisions of the Agreement and this Appendix A, the CITY shall have the right to act according to the terms of this Article. The various enforcement techniques and sanctions set forth in this Article are not mutually exclusive and the CITY may at its sole discretion pursue any one or more of the provisions of this Article in addition to any other or further remedies provided in law or equity.

Section 6.02

The CITY shall have the power to bring an action to enjoin TOWN and/or any one or more TOWN IUs from continuing a violation of the Agreement and this Appendix A. The CITY may pursue preliminary injunctive relief such as a temporary restraining order and preliminary injunction prior to the seeking of a permanent injunction against TOWN or any one or more TOWN IUs.

Section 6.03

a) The TOWN shall be liable for any cost or damage incurred by the CITY as a

result of the TOWN's violation of the Agreement and this Appendix A; including, but not limited to, penalties imposed by EPA, DEC, or other governmental agency against the CITY, damage to the environment, legal expenses, engineering costs, etc..

b) Any costs incurred by the CITY required to enforce the terms of the Agreement and this Appendix A as a result of a violation the TOWN, shall be an expense of the TOWN and shall be added to its annual bill from the CITY. Such costs shall include, but not be limited to, all legal expenses, engineering costs, costs of testing, repairs, construction, etc.

Section 6.04

a) In the event of an actual or threatened discharge to the Sewer System which reasonably appears to present an imminent endangerment to the health or welfare of person, an imminent endangerment to the environment (including but not limited to actual or threatened discharges which would result in violation of any provision of the CITY's SPDES permit or pass through of pollutants), or an imminent danger of interference with the Facility, the CITY may, after such informal notice to TOWN and/or TOWN IU as the case may be as is reasonable under the circumstances (including a telephone call to the plant if time is of the essence), halt or prevent TOWN's and/or any TOWN IU's discharge to the Sewer System by whatever means are necessary to effect such a result, including if necessary physical blockage or severance of TOWN's and/or any TOWN IU's connection to the Sewer System.

b) In the event of a cessation of discharge to the Sewer System as a result of this section, TOWN shall pay all costs involved in restoring service once the violation is corrected and written proof of such correction has been submitted to and accepted by the CITY.

Section 6.05

Services provided to the TOWN under this Agreement are essential to the TOWN and the damages to the TOWN in the event such service is wrongfully curtailed is incapable of calculation as a specific dollar figure. Therefore, the parties covenant and agree that if CITY wrongfully fails to perform under this Agreement, TOWN may bring an action equity to compel specific performance of the provisions of this Agreement, including whatever preliminary relief such as a preliminary injunction and temporary restraining order as the TOWN may in its sole discretion determine, such action being the sole remedy of the TOWN hereunder.

ARTICLE 7 - MISCELLANEOUS

Section 7.01

CITY, TOWN and TOWN IU shall enter into a contract in form and substance as approved by CITY, in substantially the form annexed to the Agreement as Exhibit C.

SCHEDULE I

<u>SUBSTANCE</u>	<u>MAXIMUM CONCENTRATION OF DISCHARGE ALLOWED INTO POTW (mg/l)</u>
Ammonia	40.0
Oil and Grease	50.0
Arsenic	0.25
Boron	5.0
Cadmium	0.25
Calcium	500.0
Chromium	1.0
Copper	1.0
Iron	5.0
Lead	1.0
Manganese	5.0
Mercury	0.05
Nickel	3.0
Silver	0.2
Zinc	1.5
Cyanide	3.0
Phenols	5.0
Benzene	0.1
Chloroform	1.0
Ethylbenzene	0.1
Methylene Chloride	1.0
Naphthalene	1.0
1,1,1-Trichlorethane	1.0
Toluene	0.1
Xylene	0.1

ADDENDUM TO FACILITY AGREEMENT

THIS ADDENDUM to Facility Agreement is entered into and effective as of July 7, 2011, by and between the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF GLENS FALLS, a New York municipal corporation with its office at 2 Shermantown Road, Glens Falls, New York (the "CITY") and the TOWN OF MOREAU, a New York municipal corporation with its offices at P.O. Box 1349, South Glens Falls, New York 12803-1349 (the "TOWN") and serves as an amendment to the Facility Agreement between the CITY and the TOWN which was originally entered into on September 14, 1994 (the "Facility Agreement").

JD
190,000
WHEREAS, pursuant to the Facility Agreement, the Town has purchased and received 150,000 gallons per day capacity of wastewater flow in the Wastewater Treatment Facility Plant ("WWTP"), operated and maintained by the CITY.

WHEREAS, the Town has requested from the City an additional 1,000,000 gallons per day "Reserved Capacity" at the WWTP and the City has approved the Town's request.

WHEREAS, the parties hereto desire to enter into this Addendum to the Facility Agreement ("Addendum") for the purpose of memorializing their agreement for the purchase by the Town of the additional Reserved Capacity at the WWTP.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED:

1. Facility Agreement Provisions: This Addendum shall govern in the event of any conflict with the provisions of the Facility Agreement. All provisions of the Facility Agreement, including the defined terms specified therein, that are not superceded by this Addendum, remain in full force and effect and apply to this Addendum.

2. Additional Capacity: For a period of ten (10) years following the effective date of this Addendum, and which ten (10) year period expires on the tenth (10th) anniversary date of the effective date of this Addendum, the Town's aggregate Reserved Capacity specified in Section 10.02 of the Facility Agreement, representing the Maximum Monthly Arithmetic Mean (MAM) daily flow of wastewater shall increase by 1,000,000 gallons per day; provided, however, that the Town exercises its right to such additional Reserved Capacity in the purchase increments or in the aggregate as set forth in Schedule A annexed hereto and incorporated herein. During the term of this Addendum, the Town shall have the right to prepay any remaining total aggregate Reserve Capacity. The purchase price of the Reserve Capacity for the first purchase increment in Schedule A is \$2.89 per gallon per day which equates to a purchase price for the initial purchase of 300,000 gallons per day of \$867,000. Thereafter, the purchase price for the remaining purchases as set forth in Schedule A shall be adjusted by applying the consumer price index (CPI) of June 2011 to the CPI on the date of the second and third purchase increments respectively and making adjustments to the purchase price. Therefore the corresponding purchase prices for the June 1, 2017 purchase increment and the June 1, 2021 purchase increment as set forth in Schedule A are for estimation

purposes only. The Town shall continue to make all other payments to the City as required by the Facility Agreement. Notwithstanding the foregoing, after June 1, 2014 or at anytime thereafter during the term of this Addendum, the City may, by written notification to the Town, inform the Town that it intends to utilize all or any portion of the remaining Reserved Capacity for other purposes. Upon receipt of such notification, the Town shall have one hundred twenty (120) days to pay the City for the amount of Reserved Capacity (based upon \$2.89 per gallon per day and as adjusted by applying the CPI at that time and as provided for in this paragraph), the City seeks release of and pursuant to the City's written notification. In the event the Town does not pay the City for such Reserved Capacity within one hundred twenty (120) days of receipt of the written notification, the amount of the Reserved Capacity set forth in the City's written notification shall be released from this Addendum and the Town shall have no further right or obligation with respect to such amount of the Reserved Capacity released to the City. In such event, whatever amount of Reserved Capacity remains available to the Town under this Addendum shall be added to or subtracted from, as the case may be, the 400,000 gpd increment with the purchase date of on or before June 1, 2021.

3. Entire Agreement: This Addendum to the Facility Agreement represents the entire understanding of the parties with regard to the subject matter hereof, and supercedes any prior oral or written agreements relating thereto. The Facility Agreement and this Addendum may be modified only by a written instrument signed by the parties hereto.

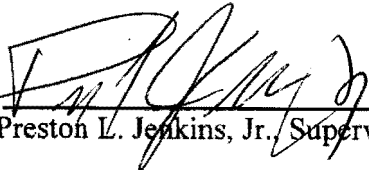
IN WITNESS WHEREOF, the parties hereto have signed this Addendum as of the Effective Date.

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY
OF GLENS FALLS**

BY: 

,Chairman

TOWN OF MOREAU

BY: 

Preston L. Jenkins, Jr., Supervisor

**SCHEDULE A
ADDENDUM TO FACILITY AGREEMENT**

Purchase Increment Date	Gallon Per Day (gpd) Increment with Corresponding Purchase Price	Remaining Aggregate Purchase Price after Purchase
On or before June 1, 2014	300,000 gpd - \$867,000	\$2,023,000
On or before June 1, 2017	300,000 gpd - \$867,000*	\$1,156,000*
On or before June 1, 2021	400,000 gpd - \$1,156,000*	\$0.0

* Amount to be adjusted by applying CPI in accordance with paragraph 2 of the Addendum to arrive at the actual corresponding purchase price.

PAUL E. PONTIFF
ALAN R. RHODES
ROBERT S. McMILLEN
PHILIP C. MCINTIRE
MARK A. LEBOWITZ
J. LAWRENCE PALTROWITZ
MALCOLM B. O'HARA
PATRICIA E. WATKINS
MARK E. CERASANO
MARTIN D. AUFFREDOU
BRUCE O. LIPINSKI
PAULA NADEAU BERUBE
JONATHAN C. LAPPER
BENJAMIN R. PRATT, JR.
EILEEN M. HAYNES
JAMES R. BURKETT
STEFANIE DiLALLO BITTER
KARLA WILLIAMS BUETTNER

BARTLETT, PONTIFF, STEWART & RHODES, P.C.
ATTORNEYS AT LAW
P.O. BOX 2168
ONE WASHINGTON STREET
GLENS FALLS, NEW YORK 12801-2168

TELEPHONE (518) 792-2117
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EMAIL info@bpsrlaw.com
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RICHARD J. BARTLETT
Retired

ELISABETH B. MAHONEY
JOHN D. WRIGHT
JESSICA HUGABONE VINSON
BRIAN C. BORIE

ROBERT S. STEWART
1932-2001
BERTRAM J. DUBE
1916-1999

June 9, 2011

David C. Klingebiel, Esq.
Newell & Klingebiel
One South Western Avenue
P.O. Box 2152
Glens Falls, NY 12801

Re: Addendum to Facility Agreement between The Board of
Water and Sewer Commissioners of the City of Glens Falls
and the Town of Moreau

Dear David:

Enclosed please find revised proposed Addendum to Facility Agreement for your review. I understand that your Board is considering approving the Addendum at a meeting scheduled for next Monday. Please let me know if you require any further changes to the Addendum.

The Addendum remains subject to review and approval by the Town Board of the Town of Moreau.

As always, I thank you for your assistance.

Sincerely,

BARTLETT, PONTIFF, STEWART
& RHODES, P.C.

BY: 

Martin D. Auffredou

Direct Line: (518) 832-6424

Direct E-mail: mda@bpsrlaw.com

MDA:dam:Enc.

cc: Preston L. Jenkins, Jr., Supervisor (w/enc.)
Tim Burley, P.E. (w/enc.)

ADDENDUM TO FACILITY AGREEMENT

THIS ADDENDUM to Facility Agreement is entered into and effective as of July 7, 2011, by and between the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF GLENS FALLS, a New York municipal corporation with its office at 2 Shermantown Road, Glens Falls, New York (the "CITY") and the TOWN OF MOREAU, a New York municipal corporation with its offices at P.O. Box 1349, South Glens Falls, New York 12803-1349 (the "TOWN") and serves as an amendment to the Facility Agreement between the CITY and the TOWN which was originally entered into on September 14, 1994 (the "Facility Agreement").

JD
190,000
WHEREAS, pursuant to the Facility Agreement, the Town has purchased and received 150,000 gallons per day capacity of wastewater flow in the Wastewater Treatment Facility Plant ("WWTP"), operated and maintained by the CITY.

WHEREAS, the Town has requested from the City an additional 1,000,000 gallons per day "Reserved Capacity" at the WWTP and the City has approved the Town's request.

WHEREAS, the parties hereto desire to enter into this Addendum to the Facility Agreement ("Addendum") for the purpose of memorializing their agreement for the purchase by the Town of the additional Reserved Capacity at the WWTP.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED:

1. Facility Agreement Provisions: This Addendum shall govern in the event of any conflict with the provisions of the Facility Agreement. All provisions of the Facility Agreement, including the defined terms specified therein, that are not superceded by this Addendum, remain in full force and effect and apply to this Addendum.

2. Additional Capacity: For a period of ten (10) years following the effective date of this Addendum, and which ten (10) year period expires on the tenth (10th) anniversary date of the effective date of this Addendum, the Town's aggregate Reserved Capacity specified in Section 10.02 of the Facility Agreement, representing the Maximum Monthly Arithmetic Mean (MAM) daily flow of wastewater shall increase by 1,000,000 gallons per day; provided, however, that the Town exercises its right to such additional Reserved Capacity in the purchase increments or in the aggregate as set forth in Schedule A annexed hereto and incorporated herein. During the term of this Addendum, the Town shall have the right to prepay any remaining total aggregate Reserve Capacity. The purchase price of the Reserve Capacity for the first purchase increment in Schedule A is \$2.89 per gallon per day which equates to a purchase price for the initial purchase of 300,000 gallons per day of \$867,000. Thereafter, the purchase price for the remaining purchases as set forth in Schedule A shall be adjusted by applying the consumer price index (CPI) of June 2011 to the CPI on the date of the second and third purchase increments respectively and making adjustments to the purchase price. Therefore the corresponding purchase prices for the June 1, 2017 purchase increment and the June 1, 2021 purchase increment as set forth in Schedule A are for estimation

purposes only. The Town shall continue to make all other payments to the City as required by the Facility Agreement. Notwithstanding the foregoing, after June 1, 2014 or at anytime thereafter during the term of this Addendum, the City may, by written notification to the Town, inform the Town that it intends to utilize all or any portion of the remaining Reserved Capacity for other purposes. Upon receipt of such notification, the Town shall have one hundred twenty (120) days to pay the City for the amount of Reserved Capacity (based upon \$2.89 per gallon per day and as adjusted by applying the CPI at that time and as provided for in this paragraph), the City seeks release of and pursuant to the City's written notification. In the event the Town does not pay the City for such Reserved Capacity within one hundred twenty (120) days of receipt of the written notification, the amount of the Reserved Capacity set forth in the City's written notification shall be released from this Addendum and the Town shall have no further right or obligation with respect to such amount of the Reserved Capacity released to the City. In such event, whatever amount of Reserved Capacity remains available to the Town under this Addendum shall be added to or subtracted from, as the case may be, the 400,000 gpd increment with the purchase date of on or before June 1, 2021.

3. Entire Agreement: This Addendum to the Facility Agreement represents the entire understanding of the parties with regard to the subject matter hereof, and supercedes any prior oral or written agreements relating thereto. The Facility Agreement and this Addendum may be modified only by a written instrument signed by the parties hereto.

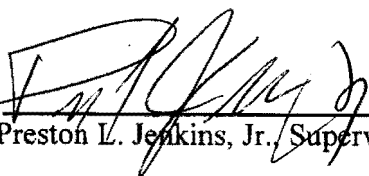
IN WITNESS WHEREOF, the parties hereto have signed this Addendum as of the Effective Date.

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY
OF GLENS FALLS**

BY: 

,Chairman

TOWN OF MOREAU

BY: 

Preston L. Jenkins, Jr., Supervisor

TC

ADDENDUM TO FACILITY AGREEMENT

THIS ADDENDUM to Facility Agreement, is entered into as of Aug 21, 2008, by and between the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF GLENS FALLS, a New York municipal corporation with its office at 2 Shermantown Road, Glens Falls, New York (the "CITY") and the TOWN OF MOREAU, a New York municipal corporation with its offices at P.O. Box 1349, South Glens Falls, New York 12803-1349 (the "TOWN") and serves as an amendment to the Facility Agreement between the CITY and the TOWN which was originally entered into on September 14, 1994 (the "Facility Agreement").

WHEREAS, on February 12, 2008, the TOWN established Extension No. 1 of Sewer District No. 1 within the TOWN for the purpose of including two parcels owned by Harold A. Leonelli ("LEONELLI") and as herein further identified in the boundaries of Sewer District No. 1 of the Town of Moreau; and

WHEREAS, pursuant to the Facility Agreement, wastewater generated from Sewer District No. 1 is delivered to and treated at the CITY's Wastewater Treatment Facility ("Treatment Facility"); and

WHEREAS, the two parcels owned by LEONELLI which are now included in Extension No. 1 of Sewer District No. 1 are identified as SBL 37-1-15.1 comprised of 32.16 + acres (Parcel "A") and SBL 37.19-1-25, comprised of 21.17 + (Parcel "B"); and

WHEREAS, LEONELLI has received approval from the Town of Moreau for a 240 unit apartment complex for Parcel A and is seeking approval from the Town of Moreau for a 144 unit apartment complex to be located upon Parcel B; and

WHEREAS, for the purposes of allowing the wastewater generated from Parcels A and B to be delivered to and treated at the Treatment Facility, the Town has requested in writing, pursuant to Section 9.01 of the Facility Agreement to increase the flow of the TOWN's wastewater discharge to the Treatment Facility; and

WHEREAS, in order to facilitate the increase in flow of the TOWN's wastewater discharge to the Treatment Facility, a new sewer connection will be added with the requisite infrastructure to monitor the increase in flow; and

WHEREAS, wastewater generated from Parcels A and B will be delivered to the Treatment Facility via the existing wastewater force main that crosses the Hudson River at the Glens Falls Cement Company bridge; and

WHEREAS, this Agreement is an unlisted action under the State Environmental Quality Review Act, and, as such, a short environmental assessment form was completed and a negative declaration was issued.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED:

1. Facility Agreement Provisions: This Amendment shall govern in the event of any conflict with the provisions of the Facility Agreement. All provisions of the Facility Agreement, including the defined terms specified therein, that are not superceded by the Amendment, remain in full force and effect and apply to this Amendment,

2. New Connection: A new sewer connection will be added at a location determined by the TOWN and approved by the CITY. Before the TOWN or any other party adds any new connections to the CITY's sewer lines, pump station, and related infrastructure, all associated plans and drawings must be submitted to the CITY and the prior written approval of the CITY with regard to the connection must be obtained, which approval shall not be unreasonably withheld or delayed.

3. Additional Capacity: The maximum arithmetic mean (MAM) daily flow for these new locations is 40,000 gallons per day (gpd), and the total purchased capacity for the TOWN specified at §10.02 of the Facility Agreement is increased from 150,000 gpd to 190,000 gpd.

A. In order to assess appropriate charges and to assure the TOWN's continued compliance with the Agreement and applicable law, the TOWN will, at a point prior to the TOWN's wastewater entering at the Glens Falls Cement company bridge, construct, operate, maintain, and repair, metering and sampling stations, including flow meters, composite sampling and related equipment such as records and charts, showing the use of the Publically Owned Treatment Works (POTW) commonly known as the City of Glens Falls Waste Water Treatment Plant, which is located at 2 Shermantown Road, Glens Falls, New York, by the TOWN in a manner approved by the CITY. The CITY will inspect and calibrate, or cause the manufacturers of the metering and sampling equipment to periodically inspect and calibrate, all metering equipment at such intervals as are in accordance with the manufacturer's recommendations for such equipment, or as may be required by the CITY. The TOWN will reimburse the CITY for the cost of said inspection and/or calibration. The installation, operation and maintenance of such equipment shall inure to the benefit of the CITY at the sole cost of the TOWN. The plans and specifications for any construction, installation, maintenance, or repair required by the CITY to be performed by the TOWN to any monitoring, metering, sampling and/or analysis stations and equipment shall be submitted to the CITY prior to beginning any construction, repair or maintenance on same. The TOWN shall make such modifications in the plans as mandated by the CITY and shall construct, operate and maintain the stations in accord with such plans as modified and approved by the CITY.

4. Use of Capacity: The additional Reserved Capacity conveyed by this Addendum shall be used solely for municipal wastewater from the Leonelli Apartment Complexes located on Parcels A and B and shall not be used for wastewater from any other location, activity or use. Parcels A and B and the expected wastewater generated from the apartment complexes as proposed for Parcels A and B is all more fully described in the map, plan and report for Extension No. 1 of Sewer District No. 1 in the Town of Moreau dated January, 2008.

5. Payments: The TOWN will pay the CITY a purchase price of Eighty One Thousand Dollars (\$81,000) based on the development schedule of the aforementioned properties per the attached payment schedule for the additional Reserved Capacity purchased once this Amendment is executed. The TOWN shall continue to make all other payments to the CITY as required by the Facility Agreement. It is acknowledged that the TOWN and LEONELLI have entered into a separate agreement whereby LEONELLI shall be funding all payments that the TOWN is required to make hereunder. In the event that LEONELLI does not fund such payments, the TOWN shall provide the CITY with notice of LEONELLI's default of the separate agreement between the TOWN and LEONELLI. In that event, this Addendum to the Facility Agreement shall be terminated upon the mutual consent of the TOWN and the CITY.

6. Work and Insurance: It is acknowledged that LEONELLI at his sole cost and expense shall be performing all necessary work and shall purchase all necessary infrastructure that is required to connect Extension No. 1 of Sewer District No. 1 to the existing wastewater force main and any other upgrades or improvements to any of the TOWN's infrastructure or CITY's infrastructure that may be required in order to increase the flow of the TOWN's wastewater discharge to the Treatment Facility.

Before commencing any construction, installation, or maintenance or repairs pursuant to this Addendum or the Facility Agreement, the TOWN shall obtain and maintain insurance at its own expense, or, in the alternative, require LEONELLI and/or LEONELLI's contractors to obtain and maintain, insurance with such coverage and limits as are set forth below, and provide evidence of same to the CITY.

A. The following minimum limits shall and coverage will apply:

Commercial General Liability - \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.

Automobile Liability - \$1,000,000.00 combined single limit for owned, hired borrowed and non-owned vehicles.

Worker's Compensation - Statutory Worker's Compensation and Employers' Liability Insurance for all employees.

B. The TOWN shall indemnify, defend and hold harmless the CITY for any applicable deductibles.

C. The insurance policy shall contain a 30-day notice of cancellation to the CITY.

D. The CITY, it's boards, officers and employees shall be named as additional insureds on the above policies.

E. The insurance policy shall be from an A.M. Best Rated A-Minus New York State licensed insurer.

7. Indemnity: The TOWN shall defend, indemnify and hold harmless the CITY and it's officers, employees, and agents, from and against any and all claims, notices of claim, demands, actions, suits, damages, liabilities, losses, insurance deductibles, costs and expenses, including without limitation, attorney's fees, court costs, engineering costs, testing, repair and construction costs, incurred as a result of any such violation which may be brought against, suffered or incurred by the CITY as a result of any injury to persons, loss of life, damage to property, penalties imposed by governmental agencies, damage to the environment, damage to the POTW, or other occurrence, arising out of the TOWN's exercise of rights or performance or non-performance of duties under this Agreement. The obligations of the TOWN hereunder shall commence upon the CITY providing written notice that it has received a notice of claim, summons and complaint, notice of petition and petition, or similar documents, with regard to the indemnified items. It is acknowledged that pursuant to the separate agreement between LEONELLI and the TOWN, LEONELLI is indemnifying the TOWN for its obligations to defend, indemnify and hold harmless the CITY under this Agreement.

8. Entire Agreement: This Amendment represents the entire understanding of the parties with regard to the subject matter hereof, and supercedes any prior oral or written agreements relating thereto. The Facility Agreement and this Amendment may be modified only by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the Effective Date.

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY
OF GLENS FALLS**

BY: _____

_____, Chairman

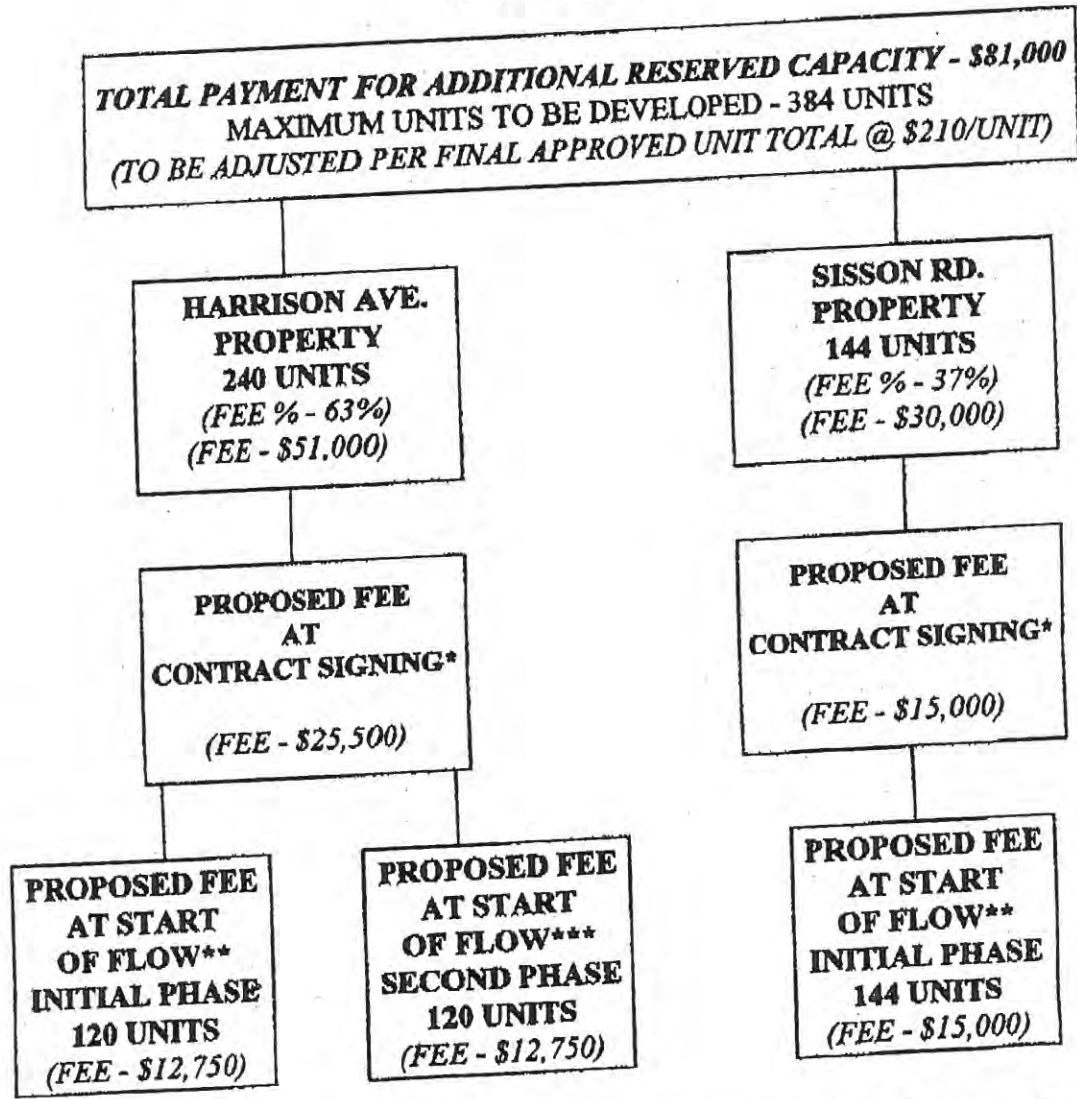
TOWN OF MOREAU

BY: _____

_____, Preston L. Jenkins, Jr., Supervisor

PAYMENT SCHEDULE ATTACHMENT ADDENDUM TO FACILITY AGREEMENT

between the
BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF GLENS FALLS
and the
TOWN OF MOREAU



* FEES TO BE PAID WOULD BE DUE FOLLOWING ALL REGULATORY APPROVALS INCLUDING THE TOWN OF MOREAU, NYSDEC, NYSDOH, ACOE, ETC.
 ** FEES TO BE PAID WHEN THE PUMP STATION IS PLACED IN OPERATION FOR THE SUBJECT PROJECT
 *** FEES TO BE PAID WHEN THE CONSTRUCTION STARTS ON THE 121st UNIT

AGREEMENT

THIS AGREEMENT, is entered into as of Aug 21, 2008, by and between the TOWN OF MOREAU, a New York State Municipal Corporation with its office at 61 Hudson Street, South Glens Falls, New York 12803-1349 (hereinafter the "TOWN") and HAROLD A. LEONELLI, with an address of 610 Union Street, Schenectady, New York 12305 (hereinafter "LEONELLI").

WHEREAS, on September 14, 1994, the TOWN entered into a "Facility Agreement" with the Board of Water and Sewer Commissioners of the City of Glens Falls (hereinafter the "CITY"); and

WHEREAS, pursuant to the terms and conditions of the Facility Agreement, the CITY agreed to accept a limited amount of the TOWN's wastewater into the sewage and wastewater treatment Facility operated and maintained by the CITY (hereinafter the "Treatment Facility"); and

WHEREAS, LEONELLI is the owner of two parcels in the Town of Moreau, the first of which is identified as SBL 37-1-15.11 comprised of 32.16 ± acres (hereinafter referred to as "Parcel A"), and the second parcel is identified as SBL 37.10-1-2.5 comprised of 21.17 ± acres (hereinafter referred to as "Parcel B"); and

WHEREAS, LEONELLI has obtained approval from the Town of Moreau Planning Board for a 240 unit apartment complex at Parcel A, and is presently seeking approval from the Town of Moreau Planning Board for a 144 unit apartment complex to be located upon Parcel B; and

WHEREAS, on February 12, 2008, at the request of LEONELLI, the TOWN established Extension No. 1 of Sewer District No. 1 to include Parcels A and B in the boundaries of Sewer District No. 1, contingent upon the TOWN entering into an Addendum to the Facility Agreement to provide for additional reserved capacity at the Treatment Facility particular to the wastewater to be generated from Parcels A and B; and

WHEREAS, on 8/21/08, 2008, the TOWN and CITY entered into an Addendum to the Facility Agreement to increase the flow of the Town's wastewater discharge to the Treatment Facility particular to the wastewater generated from Parcels A and B; and

WHEREAS, pursuant to the terms and conditions of the Addendum to the Facility Agreement, a new sewer connection will be added with the requisite infrastructure to monitor the increase in flow to the Treatment Facility generated from Parcels A and B in Extension No. 1 of Sewer District No. 1; and

WHEREAS, the additional reserved capacity at the Treatment Facility pursuant to the Addendum to the Facility Agreement shall be utilized solely for wastewater and sewage generated from Parcels A and B and shall not be used for wastewater or sewage from any other location, activity or use without further amendment to the Addendum to the Facility Agreement and further amendment to this Agreement as may be required; and

WHEREAS, the Addendum to the Facility Agreement contains an agreed upon payment schedule (hereinafter "the payment schedule"), which specifies payments to be made to the CITY for the additional reserved capacity at the Treatment Facility; and

WHEREAS, all infrastructure installed by LEONELLI within/or on Town property will be dedicated to the Town;

NOW, THEREFORE, THE TOWN AND LEONELLI EXPRESSLY AGREE AS FOLLOWS:

1. The Addendum to the Facility Agreement is attached hereto and all terms, conditions and requirements contained therein are incorporated herein.
2. LEONELLI shall be solely and exclusively responsible for funding all payments that the TOWN is or shall be required to make to the CITY pursuant to the Addendum to the Facility Agreement which include, but are not necessarily limited to, payments required pursuant to the payment schedule, payments for additional reserve capacity, usage or flow payments, and any other payments required to be made to the CITY arising out of the Facility Agreement, the Addendum to the Facility Agreement and particular to Parcels A and B.
3. LEONELLI shall, at his sole and exclusive expense, design, prepare and submit for review and approval to the CITY and the TOWN (as may be necessary) all plans, drawings and specifications necessary to increase the flow of the Town's wastewater discharge to the Treatment Facility for Parcels A and B.
4. LEONELLI shall be solely and exclusively responsible for all necessary construction and infrastructure and attendant costs associated with Extension No. 1 of Sewer District No. 1 and for the construction and infrastructure and attendant costs associated with increasing the flow of the Town's wastewater discharge to the Treatment Facility for Parcels A and B or as otherwise required to accomplish the purposes and requirements of this Agreement and the Addendum to the Facility Agreement. Upon acceptance from Leonelli, the Town shall be solely and exclusively responsible for all maintenance and repair costs associated with infrastructure located on Town property.
5. LEONELLI shall be solely and exclusively responsible for all maintenance and repair costs associated with said infrastructure on Parcels A & B.

*It is understood "initial deposit" to follow Payment Schedule
Attached arranged with City of Glen Falls. - 8-21-08*



6. Upon execution of this Agreement, LEONELLI shall deliver to the Town Clerk, a certified check in the sum of \$25,500 (hereinafter the "initial deposit), to be placed in an account maintained by the TOWN. This sum represents the payment due to the City under the payment schedule upon execution of the Addendum to the Facility Agreement. The initial deposit together with all/any additional deposits and the interest earned thereon shall be referred to as the "escrow fund". The escrow fund shall be used for all payments that the TOWN is required to make to the CITY pursuant to the Addendum to the Facility Agreement particular to Parcels A and B. LEONELLI agrees to pay to the TOWN for deposit in the escrow fund all additional amounts necessary to maintain the escrow fund in a sufficient amount to meet all of the TOWN's payment obligations to the CITY under the Facility Agreement and the Addendum thereto particular to Parcels A and B.

7. LEONELLI expressly acknowledges that the rules and regulations of Sewer District No. 1 contained in Chapter 115 of the Code of the Town of Moreau and as may be amended, apply to Extension No. 1 of Sewer District No. 1 and Parcels A and B and LEONELLI agrees to be bound by same.

8. LEONELLI shall be responsible for payment of all periodic use charges billed by the CITY to the TOWN particular to Parcels A and B. LEONELLI shall be required to deposit into the escrow fund amounts sufficient to pay anticipated use charges for a twelve (12) month period in advance of the CITY's billing cycle for that twelve (12) month period. For example, the amount necessary to pay the anticipated charges during the twelve (12) month period of January 1, 2010 through December 31, 2010 shall be deposited by LEONELLI in the escrow account no later than December 31, 2009. As guidance for what the anticipated use charges will be during the period following issuance of a building permit, ensuing construction and initial occupancy, LEONELLI's engineer has prepared an estimated fee schedule which is attached hereto and incorporated herein as Schedule "A". This schedule is for illustrative purposes only and in the event the TOWN determines that the estimated fees for any period of time covered under Schedule A are anticipated to be higher than the amounts reflected in Schedule "A" the TOWN shall notify LEONELLI and LEONELLI shall be required to deposit into the escrow fund sufficient funds to cover anticipated or actual use charges.

In the event the amount on deposit in the escrow fund is not sufficient to meet the actual use charges billed by the CITY, LEONELLI shall pay to the TOWN for deposit in the escrow fund an amount needed to meet the deficiency within thirty (30) days of written notice from the TOWN. In the event the amount on deposit exceeds the amount of actual use charges billed by the CITY for a given twelve (12) period, the excess amount, if any, shall be utilized by the TOWN for payment in the next billing cycle. Alternatively, LEONELLI may request a refund from the TOWN for any excess amount.

9. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto.

10. TERMINATION. Notwithstanding anything herein to the contrary, in the event LEONELLI is in default of or has substantially breached this Agreement, the TOWN reserves the right to terminate this Agreement upon twelve (12) months written notice to LEONELLI.

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

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

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

14. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the parties with regard to subject matter hereof, and supercedes any prior oral or written agreements relating thereto. This Agreement may be modified only by a written instrument signed by the parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

TOWN OF MOREAU

BY: 

Preston L. Jenkins, Jr., Supervisor

Date: 8/21/08



Harold A. Leonelli

Date: 10/23/08

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

On the 21 day of August in the year 2008 before me, the undersigned personally appeared PRESTON L. JENKINS, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

FRANCINE C. THIBODEAU
Notary Public, State of New York
No. 01TH5061965
Qualified in Saratoga County
My Commission Expires June 17, 20 10

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

On the 23 day of October in the year 2008 before me, the undersigned personally appeared HAROLD A. LEONELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

FRANCINE C. THIBODEAU
Notary Public, State of New York
No. 01TH5061965
Qualified in Saratoga County
My Commission Expires June 17, 20 10

251424

October 11, 2011

**RESOLUTION
TOWN BOARD
TOWN OF MOREAU**

**SUBJECT: AGREEMENT TO SUPPLY SEWER SERVICE TO PROPERTY
 OUTSIDE OF SEWER DISTRICT**

WHEREAS, the Town has duly established Sewer District No. 1 (the "Sewer District") within the boundaries of the Town and adopted rules and regulations for the Sewer District as found in Chapter 115 of the Code of the Town of Moreau, and

WHEREAS, Rosen Development Co., Inc. ("Rosen"), has contracted to purchase the property, which is currently owned by Va Va Voom, Inc., located at 196 Bluebird Road which property is further identified as a portion of Tax Map No. 50-2-19.1, specifically known as Lot 1 of the Planned Unit Development known as The Nest Senior Community PUD and as Lot 1 in the Subdivision of Va Va Voom, Inc. which was approved by the Town of Moreau Planning Board on September 19, 2011 (the "subject premises"), and

WHEREAS, the subject premises is located outside the boundaries of the Sewer District, but in the vicinity of the boundaries of the Sewer District; and

WHEREAS, Rosen desires, upon purchasing this property, and at its sole cost, to extend municipal sewer infrastructure to the subject premises, connect to the sanitary sewer service in the Sewer District and to purchase sewer capacity in the amount of 4300 gallons per day from the Town in the Sewer District so that Lot 1 of the Planned Unit Development known as The Nest Senior Community PUD can be developed; and

WHEREAS, the Town through the Sewer District is willing to allow Rosen, at its sole cost, to extend and connect Lot No. 1 to the sewer infrastructure within the Sewer District upon the terms and conditions set forth herein; and

WHEREAS, the Town and Rosen desire to memorialize their agreement in a written document entitled "Agreement to Supply Sewer Service to Property Outside of Sewer District", a copy of which is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED, that

The Board hereby authorizes the Supervisor to execute the Agreement to Supply Sewer Service to Property Outside of Sewer District.

Motion: Councilman Prendergast

Second: Councilwoman LeClair

Roll Call:

Councilman Cumm	Yes
Councilman Prendergast	Yes
Councilwoman LeClair	Yes
Councilman Kusnierz	Absent
Supervisor Jenkins	Yes

I hereby certify that this Resolution was duly adopted by the Town Board of the Town of Moreau at a regular meeting of the Town Board conducted on Tuesday, October 11, 2011.

By: Jeanne M. Fleury

Jeanne M. Fleury, Town Clerk
Town of Moreau

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

THIS AGREEMENT, is entered into this 20 day of October, 2011, by and between the **Town of Moreau**, a New York municipal corporation with an office at 61 Hudson Street, South Glens Falls New York, acting for and on behalf of Sewer District No. 1 of the Town of Moreau (“Town”), and **Rosen Development Co., Inc**, its successors and assigns, with an address of 20 Corporate Woods Blvd, Albany New York, 12211 (“Rosen”).

W I T N E S S E T H:

WHEREAS, the Town has duly established Sewer District No. 1 (the “Sewer District”) within the boundaries of the Town and adopted rules and regulations for the Sewer District as found in Chapter 115 of the Code of the Town of Moreau, and

WHEREAS, Rosen has contracted to purchase the property, which is currently owned by Va Va Voom, Inc, located at 196 Bluebird Road which property is further identified as a portion of Tax Map No. 50-2-19.1, specifically known as Lot 1 of the Planned Unit Development known as The Nest Senior Community PUD and as Lot 1 in the Subdivision of Va Va Voom, Inc which was approved by the Town of Moreau Planning Board on September 19, 2011 (the “subject premises”), and

WHEREAS, the subject premises is located outside the boundaries of the Sewer District, but in the vicinity of the boundaries of the Sewer District; and

WHEREAS, Rosen desires, upon purchasing this property, and at its sole cost, to extend municipal sewer infrastructure to the subject premises, connect to the sanitary sewer service in the Sewer District and to purchase sewer capacity in the amount of 4300 gallons per day from

the Town in the Sewer District so that Lot 1 of the Planned Unit Development known as The Nest Senior Community PUD can be developed; and

WHEREAS, the Town through the Sewer District is willing to allow Rosen, at its sole cost, to extend and connect Lot No. 1 to the sewer infrastructure within the Sewer District upon the terms and conditions set forth herein;


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

1. Rosen shall, at its sole risk, cost and expense furnish and install all necessary infrastructure including sewer lines, laterals, pump stations, and telemetry system and all appurtenance necessary for Lot 1 to connect to the Sewer District.
2. Rosen, at its sole expense, shall be responsible for obtaining any and all necessary easements, access agreements, permits and approvals from any other governmental agencies, including but not limited to, the County of Saratoga and the State of New York. If easements or access agreements are necessary from private property owners, Rosen shall be responsible for obtaining same.
3. Within forty-five (45) days from the effective date of this Agreement, which shall be the date the Supervisor of the Town of Moreau executes this Agreement, Rosen shall make application to the Town Board of the Town of Moreau pursuant to applicable provisions of the New York State Town Law for extension of the Sewer District to include the subject property as is required by Local Law No. 3 of 2011.
4. It is expressly agreed that the sanitary sewer service herein provided is exclusively for, and limited to, Lot No. 1 and the land uses specifically allowed at Lot No. 1 of the Nest Senior Community PUD as specified in Town of Moreau Local Law No. 3 of 2011 and for no other uses or purposes.

5. All infrastructure, including, but not limited to, sewer lines, lateral lines, pump stations and telemetry systems to be installed and utilized by Rosen shall receive the prior approval of the Town engineer and shall be coordinated so as to be compatible with the Sewer District.
6. Rosen hereby releases the Town and agrees to indemnify and hold harmless the Town from any and all liability which may arise out of any actions of the Town or its employees or agents as well as the actions of Rosen or its employees, agents or contractors in completing the sewer connection(s) as herein contemplated and the furnishing of sanitary sewer service to the subject premises.
7. It is hereby agreed that all rules and regulations set forth in Chapter 115 and now applying in the Sewer District including any amendments to such rules and regulations as the Town Board may from time to time enact, shall apply in their entirety to the subject premises and Rosen agrees to comply with all said rules and regulations. All billing will be sent to Rosen's mailing address at 20 Corporate Woods Blvd, Albany New York, 12211 or at such other address as Rosen may designate in writing to the Town.
8. It is agreed that at such time when the subject premises in its entirety is included in the Sewer District, or any extension of the Sewer District, then and in that event, this Agreement shall become null and void upon the establishment of such Sewer District extension and Rosen shall be under the same financial obligation with respect to sewer rates as the other owners of property in said Sewer District and the subject premises shall remain subject to compliance with Chapter 115 and any amendments thereto.
9. This Agreement may be cancelled by the Town in the event of substantial breach by Rosen and upon one hundred twenty (120) days written notice by the Town.

10. This Agreement may be assigned to The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. having a business address at 390 Church Street, Saratoga Springs, New York 12866 (a/k/a The Home of the Good Shepard) without the prior written consent of the Town of Moreau. Other than to that entity, this Agreement may not be assigned by Rosen without the prior written consent of the Town of Moreau.
11. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.
12. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.
13. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
14. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.
15. Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

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

TOWN OF MOREAU
By: 
Preston L. Jenkins, Jr., Supervisor

Rosen Development Co., Inc

By: *Preston L. Jenkins, Jr.*
Title: President

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

On the 19 day of October in the year 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Preston L. Jenkins, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francine C. Thibodeau
Notary Public

FRANCINE C. THIBODEAU
Notary Public, State of New York
No. 01TH5061965
Qualified in Saratoga County 14
My Commission Expires June 17, 20

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

On the 20 day of October in the year 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Lee Rosen on behalf of Rosen Development Co., Inc, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francine C. Thibodeau
Notary Public

FRANCINE C. THIBODEAU
Notary Public, State of New York
No. 01TH5061965
Qualified in Saratoga County 14
My Commission Expires June 17, 20

311791

August 15, 2011



Moreau Town Planning Board
Town of Moreau Office Building
P.O. Box 1349
South Glens Falls, NY 12803

Re: Site Plan Application for Lot 1 – Va Va Voom, Inc.


Dear Members:

As part of your review of the above application, I am sure you have raised a question as to the handling of septic for this project. Please be advised that the Town Board and the Developers have met and agreed, in principal, to the terms of an agreement that will provide an extension of the sewer district to the entire PUD site, including Lot 1, and the installation of a new 8 in. force main that will serve this site and other lands in the town. The details of this agreement are being worked out.

It is not anticipated that the 8 in. line will be completed before a building permit for the building on Lot 1 is applied for and the building may be completed before the sewer district extension and 8 in. line is completed. The Town is prepared for those possibilities.

The Town will not hold up the issuance of the building permit or the certificate of occupancy, due to septic. The Town would require a hookup to the existing 6 in. line, as well as an out of district user agreement and security for completion of the 8 in. line.

The purpose of this letter is to allow your Board to go forth with the site plan process knowing that the Town Board has and will take care of septic/sewer.


Preston L. Jenkins, Jr.
Town Supervisor

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APPENDIX C
DISTRICT MAP, PLAN & REPORTS (COVERS ONLY)

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RECEIVED FEB 27 1998

Map, Plan, and Report for
Formation of
Sewer District No. 1
Town of Moreau Industrial Park

Revised February 1998

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Leonelli + Sisson Reserve

Town of Moreau

RECEIVED

JAN 16 2008

TOWN CLERK

**Extension #1 of Sewer District #1
Sewer District Formation**

ENGINEER'S REPORT

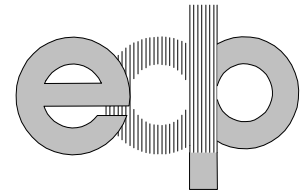
February 2006
Revised January 2008

GARRY R. ROBINSON, P.E.

Consulting Engineer

114 Monument Drive
Schuylerville, NY 12871

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ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP

Town of Moreau

Extension No. 2 Sewer District No. 1

To Serve Bluebird Village Apartments

ENGINEER'S REPORT

Prepared by:
Environmental Design Partnership
900 Route 146
Clifton Park, NY 12065

August 2008
Revised: October 28, 2008

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MAP, PLAN AND REPORT
FOR
SEWER DISTRICT #1 EXTENSION #3
TOWN OF MOREAU

THE "NEST"
VASILIOU SENIOR COMMUNITY
PLANNED UNIT DISTRICT (PUD)
Bluebird Road and Sisson Road, Town of Moreau
Saratoga County, New York

Prepared For:

Va Va Voom, Inc.
103 East River Drive
Lake Lazurne, NY 12846

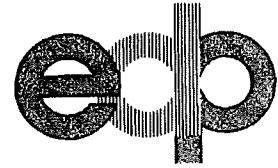
January 3, 2012
Revised October 29, 2012

Project No. 4118A

Prepared By:

Joseph J. Bianchine, P.E.
ABD Engineers & Surveyors
411 Union Street
Schenectady, NY 12305
(518) 377-0315

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ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP

ENGINEERS REPORT

TOWN OF MOREAU

EXTENSION No. ³ SEWER DISTRICT No. 1

**TO SERVE
HARRISON PLACE APARTMENTS**

MARCH 2012

Prepared by:
Environmental Design Partnership
900 Route 146
Clifton Park, NY 12065

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Bluebird Trace



**DESCRIPTION OF THE AREA OF THE
TOWN OF MOREAU SEWER DISTRICT NO. 1
EXTENSION NO. 4
MOREAU, NY**

SEWER SERVICE DISTRICT OVER ALL THOSE CERTAIN TRACTS, PIECES OR PARCELS OF LAND SITUATE in the Town of Moreau, County of Saratoga, State of New York lying along the northerly line of Bluebird Road (County Road No. 27) and the southerly line of Harrison Avenue, and being further bounded and described as follows:

PARCEL NO. 1

All that certain tract, piece or parcel of land situate in the Town of Moreau, County of Saratoga, State of New York lying along the southerly line of Harrison Avenue and north of Bluebird Road (County Road No. 27), and being further bounded and described as follows:

Beginning at the point of intersection of the southerly line of Harrison Avenue with the common division line of lands now or formerly of Niagara Mohawk Power Corporation to the east and the parcel of land herein being described to the west;

Thence from said *Point of Beginning* along the common division line of said lands of Niagara Mohawk Power Corporation to the east and south and the parcel herein being described to the west and north; the following two (2) courses and distances:

- 1) South 37 deg. 54 min. 20 sec. West, 1,063.43 feet to a point;
- 2) South 86 deg. 32 min. 30 sec. West, 583.61 feet to a point of intersection of the northerly line of said lands of Niagara Mohawk Power Corporation with the common division line of lands now or formerly of Robert L. Perkins, Jr. as conveyed in Instrument No. 2006020799 to the west and the parcel of land herein being described to the east;

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Town of Moreau
Saratoga County, New York

Map, Plan and Report
Sewer District No. 1
Extension 5

May 2018

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Town of Moreau
SARATOGA COUNTY, NEW YORK

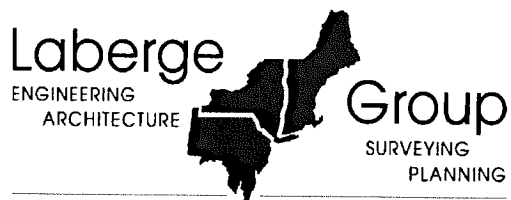
Map, Plan and Report
Sewer District No. 1
Extension 5
Addendum 1

November 2019

PREPARED FOR:

Town of Moreau
351 Reynolds Road
Moreau, NY 12828

PREPARED BY:



4 Computer Drive West • Albany, New York 12205
(518) 458-7112 • www.labergegroup.com



11-1349

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APPENDIX D
EXISTING BILLING INFORMATION

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Bluebird Trace 37.-1-10.13 still under construction **BLUEBIRD TRACE-HARRISON QUARRY SEWER BILLING HISTORY**
 Harrison Quarry 37.-1-10.121 **@ \$260.00 per unit annually**

YEAR	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
2016												698.25	698.25
2017	7,234.90			2,505.15		692.55	1,197.00						11,629.60
2018	13,780.00	917.70			840.75		1,704.30	2,505.15	627.00	558.60			20,933.50
2019	30,927.30												30,927.30
2020	30,420.00												30,420.00
2021	30,420.00												30,420.00

BLUEBIRD VILLAGE SEWER BILLING HISTORY
@\$260.00 per unit annually

<u>YEAR</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTALS</u>
2010											264.99	165.26	430.25
2011	3,960.54	923.18						1,191.01	1,550.04	706.64	2,080.00	4,160.00	10,610.87
2012	22,880.00							4,902.00	2,684.70				7,586.70
2013	40,560.00												40,560.00
2014	58,240.00												58,240.00
2015	62,400.00												62,400.00
2016	62,400.00												62,400.00
2017	62,400.00												62,400.00
2018	62,400.00												62,400.00
2019	62,400.00												62,400.00
2020	62,400.00												62,400.00
2021	62,400.00												62,400.00

HARRISON PLACE APARTMENTS SEWER BILLING HISTORY
@ \$260.00 per unit annually

<u>YEAR</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTALS</u>
2013				4,796.68									4,796.68
2015	6,760.00												6,760.00
2016	6,760.00												6,760.00
2017	6,760.00												6,760.00
2018	6,760.00												6,760.00
2019	6,760.00												6,760.00
2020	6,760.00												6,760.00
2021	6,760.00												6,760.00

BORDEN (HEXION) (MOMENTIVE) CHEMICAL SEWER BILLING HISTORY

<u>YEAR</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTALS</u>
1998							503.50	1,414.50	1,674.14	1,233.00	1,848.78	1,418.06	8,091.98
1999	1,154.42	1,459.32	1,359.04	1,961.84	2,330.10	3,203.61	3,296.22	2,455.59	2,649.03	3,115.76	4,266.34	4,446.47	31,697.74
2000	4,073.39	2,844.12	3,985.06	3,699.55	4,678.77	3,727.00	3,347.18	4,144.80	2,852.07	3,680.37	3,365.82	1,766.37	42,164.50
2001	4,531.80	2,901.66	2,189.70	3,825.04	3,841.48	4,274.40	4,778.57	4,685.40	3,167.44	4,953.93	3,183.88	2,542.72	44,876.02
2002	2,137.20	2,011.16	2,361.88	2,657.80	2,400.24	2,246.80	3,014.00	4,994.03	109.60	2,065.96	1,759.08	2,159.12	27,916.87
2003	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	
2004	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	
2005	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	WAIVED	
2006	WAIVED	2,930.00	2,795.00	2,710.00	1,840.00	2,125.00	1,950.00	1,745.00	1,450.00	2,805.00	2,015.00	2,710.00	25,075.00
2007	5,790.00	2,850.00	2,845.00	2,295.00	2,525.00	2,465.00	2,770.00	2,445.00	2,630.00	2,880.00	2,315.00	3,555.00	35,365.00
2008	2,645.00	2,350.00	2,765.00	3,500.00	2,605.00	3,035.00	2,660.00	2,155.00	1,820.00	2,110.00	1,965.00	5,355.00	32,965.00
2009	3,150.00	1,405.00	1,080.00	1,415.00	1,450.00	2,955.00	2,205.00	2,745.00	3,430.00	2,570.00	2,065.00	2,485.00	26,955.00
2010	1,840.00	1,410.00	3,255.00	3,845.00	3,165.00	3,430.00	3,270.00	2,570.00	3,065.00	2,170.00	2,070.00	2,265.00	32,355.00
2011	2,680.00	2,390.00	3,290.00	2,535.00	2,840.00	3,285.00	3,470.00	6,275.00	3,200.00	2,450.00	3,450.00	3,765.00	39,630.00
2012	4,785.00	3,030.00	4,650.00	4,740.00	8,555.00	4,740.00	6,181.04	2,790.00	3,325.00	2,445.00	2,155.00	1,870.00	49,266.04
2013	1,925.00	2,575.00	2,140.00	2,065.00	1,765.00	1,705.00	2,225.00	2,180.00	2,105.00	1,790.00	2,310.00	1,910.00	24,695.00
2014	3,270.00	2,140.00	2,520.00	2,015.00	2,265.00	2,180.00	2,140.00	2,375.00	1,900.00	2,425.00	2,210.00	1,940.00	27,380.00
2015	2,290.00	2,710.00	6,680.00	7,880.00	5,590.00	5,320.00	6,070.00	5,865.00	4,995.00	3,010.00	3,410.00	4,260.00	58,080.00
2016	3,945.00	7,515.00	8,225.00	7,765.00	4,130.00	3,560.00	3,305.00	3,400.00	2,870.00	3,400.00	3,210.00	3,350.00	54,675.00
2017	3,200.00	2,670.00	2,430.00	2,050.00	2,085.00	2,180.00	2,650.00	2,390.00	2,455.00	2,295.00	1,795.00	1,735.00	27,935.00
2018	1,800.00	1,765.00	2,435.00	2,905.00	2,630.00	2,225.00	2,720.00	2,610.00	2,820.00	2,760.00	2,090.00	1,275.00	28,035.00
2019	1,945.00	2,235.00	3,070.00	4,465.00	3,865.00	2,435.00	2,560.00	2,790.00	1,685.00	3,320.00	2,040.00	2,585.00	32,995.00
2020	3,237.50	3,285.00	3,662.50	1,786.00	2,146.50	1,691.50	1,681.00	1,795.50	1,513.00	1,810.50	1,648.00	1,530.50	25,787.50
2021	1,273.00	1,302.50	1,320.00										3,895.50

SISSON RESERVE SEWER BILLING HISTORY
Billed @ \$260.00 per unit annually

<u>YEAR</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTALS</u>
2012												256.20	256.20
2013	1,560.00	5,518.00		9,642.74									16,720.74
2014	21,320.00											704.68	22,024.68
2015	27,820.00	2,459.96											30,279.96
2016	37,960.00												37,960.00
2017	37,960.00												37,960.00
2018	37,960.00												37,960.00
2019	37,960.00												37,960.00
2020	37,960.00												37,960.00
2021	37,960.00												37,960.00

**Home of the Good Shepherd
Billed @ \$260.00 per unit annually**

<u>YEAR</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTALS</u>
2013				4,111.25									4,111.25
2014	5,460.00												5,460.00
2015	5,460.00												5,460.00
2016	5,460.00												5,460.00
2017	5,460.00												5,460.00
2018	5,460.00												5,460.00
2019	5,460.00												5,460.00
2020	5,460.00												5,460.00
2021	5,460.00												5,460.00

APPENDIX E

OPTION 2 - AD VALOREM METHOD

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Town of Moreau
Saratoga County, New York
Option 2 - Ad Valorem Method
Sewer Consolidation Study
May 2021

TAX MAP ID	ADDRESS	OWNER	VALUE	AREA (Ac.)	WATER USE (Gallons)	Total Debt Service	Total O&M & USAGE	Total Sewer Bill
63.3-1-21.22	ROUTE 9	ROGGE, DAVID D	\$ 69,300.00	0.33	-	\$ 265.00	\$ 74.00	\$ 339.00
76.-3-23	ROUTE 9	CONGDON, GARDNER R	\$ 600.00	0.4	-	\$ 19.00	\$ 1.00	\$ 20.00
50.-4-3	10-28 RAILROAD DR	MOREAU INDUSTRIAL PARK LLC	\$ 358,800.00	26.95	-	\$ 2,423.00	\$ 384.00	\$ 2,807.00
37.-1-19	108 HARRISON AVE	HARRISON PLACE LLC	\$ 1,625,000.00	3.19	704,900	\$ 6,028.00	\$ 4,333.00	\$ 10,361.00
50.-4-31	11-27 FARNAN RD	TOWN OF MOREAU	\$ 116,200.00	5.15	-	\$ 636.00	\$ 124.00	\$ 760.00
50.-3-4.1	116 BLUEBIRD RD	CANNONE VENTURES INC	\$ 1,039,400.00	6.369999	2,230,000	\$ 4,036.00	\$ 9,318.00	\$ 13,354.00
76.-3-20	1255 ROUTE 9	STATE OF NEW YORK1	\$ 309,000.00	3.45	229,300	\$ 1,264.00	\$ 844.00	\$ 2,108.00
76.-3-19	1265 ROUTE 9	BCR ROUTE 9 LLC	\$ 275,500.00	5	-	\$ 1,207.00	\$ 295.00	\$ 1,502.00
76.-3-18	1267 ROUTE 9	MUNTER LAND HOLDINGS LLC	\$ 385,500.00	11.989999	-	\$ 1,898.00	\$ 412.00	\$ 2,310.00
77.1-1-43	1269-1275 ROUTE 9	KILMER, JANE D	\$ 320,000.00	9.829999	-	\$ 1,570.00	\$ 342.00	\$ 1,912.00
76.-3-22	1270-1272 ROUTE 9	NAJA, JOHN A	\$ 35,000.00	2.25	-	\$ 221.00	\$ 37.00	\$ 258.00
77.1-1-79	1277-1283 ROUTE 9	FINKE ENTERPRISES LLC	\$ 600,000.00	2.25	28,430	\$ 2,271.00	\$ 747.00	\$ 3,018.00
76.-3-21.2	1280 ROUTE 9	GUTHEIL, HARRY G	\$ 8,700.00	0.86	21,730	\$ 68.00	\$ 89.00	\$ 157.00
77.1-1-74	1284 ROUTE 9	MACS RETAIL LLC	\$ 1,180,000.00	2.63	393,500	\$ 4,390.00	\$ 2,711.00	\$ 7,101.00
77.1-1-48	1287 ROUTE 9	BHATTI, ELISHBA	\$ 216,000.00	1.37	455,740	\$ 841.00	\$ 1,908.00	\$ 2,749.00
77.1-1-80	1288 ROUTE 9	MACS RETAIL LLC	\$ 270,000.00	1.71	-	\$ 1,051.00	\$ 289.00	\$ 1,340.00
77.1-1-56	1289 ROUTE 9	ROLAND, MADELINE E	\$ 145,000.00	0.449999	96,210	\$ 545.00	\$ 509.00	\$ 1,054.00
77.1-1-55	1291-1293 ROUTE 9	ROLAND, MADELINE E	\$ 312,000.00	2.69	4,750	\$ 1,244.00	\$ 351.00	\$ 1,595.00
77.1-1-39.1	1292 ROUTE 9	GUTHEIL, HARRY G	\$ 16,000.00	10.659999	-	\$ 501.00	\$ 17.00	\$ 518.00
77.1-1-38.1	1294 ROUTE 9	GUTHEIL, HARRY G	\$ 95,900.00	1.57	-	\$ 413.00	\$ 103.00	\$ 516.00
77.1-1-37	1296-1300 ROUTE 9	P & M ENTERPRISES SGF LLC	\$ 215,000.00	1.95	39,650	\$ 861.00	\$ 376.00	\$ 1,237.00
77.1-1-75.2	1297 ROUTE 9	BURKE, THOMAS J	\$ 550,000.00	1.23	363,970	\$ 2,046.00	\$ 1,928.00	\$ 3,974.00
77.1-1-83	1299 ROUTE 9	HUDSON HEADWATERS HEALTH	\$ 8,900,000.00	5.28	11,180	\$ 32,508.00	\$ 9,564.00	\$ 42,072.00
77.1-1-35	1304 ROUTE 9	GROMA LLC	\$ 228,000.00	3.22	26,270	\$ 961.00	\$ 341.00	\$ 1,302.00
77.1-1-61	1311 ROUTE 9	STEWARTS SHOPS CORP	\$ 580,000.00	1.389999	60,490	\$ 2,162.00	\$ 844.00	\$ 3,006.00
77.1-1-70.2	1312 ROUTE 9	BAKHURU, DEEPAK H	\$ 260,000.00	0.239999	34,460	\$ 953.00	\$ 405.00	\$ 1,358.00
77.1-1-71	1314-1316 ROUTE 9	DANICO PROPERTIES LLC	\$ 144,000.00	0.3	23,610	\$ 534.00	\$ 241.00	\$ 775.00
77.1-1-63	1315-1319 ROUTE 9	PARILLO, FRANK J	\$ 291,500.00	6.099999	-	\$ 1,312.00	\$ 312.00	\$ 1,624.00
77.1-1-73.2	1318 ROUTE 9	GROMA LLC	\$ 30,000.00	0.209999	-	\$ 118.00	\$ 32.00	\$ 150.00
77.1-1-24	1320-1322 ROUTE 9	GROMA LLC	\$ 190,000.00	1.679999	-	\$ 759.00	\$ 203.00	\$ 962.00
63.-4-14.2	1321 ROUTE 9	ENGLISH VILLAGE LLC	\$ 240,900.00	44.959999	-	\$ 2,743.00	\$ 258.00	\$ 3,001.00
77.1-1-64	1323 ROUTE 9	BLUE FLAME GAS CO INC	\$ 350,300.00	2.009999	16,160	\$ 1,355.00	\$ 434.00	\$ 1,789.00
77.1-1-22	1324-1328 ROUTE 9	CACCAVO, DEBRA J	\$ 290,000.00	1.149999	219,080	\$ 1,100.00	\$ 1,116.00	\$ 2,216.00
77.1-1-65	1327-1329 ROUTE 9	BUCK, JAY	\$ 65,400.00	2.099999	-	\$ 324.00	\$ 70.00	\$ 394.00
77.1-1-21	1330 ROUTE 9	EXECUTIVE PROPERTY SERV LLC	\$ 483,900.00	0.689999	39,090	\$ 1,785.00	\$ 662.00	\$ 2,447.00
77.1-1-66	1331-1335 ROUTE 9	SUTPHIN, ROSALIE M	\$ 358,000.00	4.139999	76,560	\$ 1,471.00	\$ 665.00	\$ 2,136.00
77.1-1-20	1332-1348 ROUTE 9	STONE, TARA	\$ 700,000.00	1.35	255,500	\$ 2,595.00	\$ 1,689.00	\$ 4,284.00
77.1-1-1	1341 ROUTE 9	BRAIDWOODS HOLDING CO LLC	\$ 525,000.00	1.94	-	\$ 1,986.00	\$ 562.00	\$ 2,548.00
63.-4-9.12	1345-1347 ROUTE 9	PETRUSH, EDWARD	\$ 282,300.00	32.849998	-	\$ 2,390.00	\$ 302.00	\$ 2,692.00
63.-4-9.112	1349-1361 ROUTE 9	CDSJ LLC	\$ 343,900.00	58.509998	-	\$ 3,681.00	\$ 368.00	\$ 4,049.00
77.1-1-77	1350 ROUTE 9	BKM PROPERTIES LLC	\$ 175,000.00	0.939999	5,370	\$ 674.00	\$ 207.00	\$ 881.00
77.1-1-76	1352 ROUTE 9	NOFTLE ENTERPRISES INC	\$ 300,000.00	0.6	36,470	\$ 1,113.00	\$ 455.00	\$ 1,568.00
77.1-1-4	1356 ROUTE 9	KLOSS, EDWARD M	\$ 150,000.00	2.18	-	\$ 635.00	\$ 161.00	\$ 796.00
63.3-1-8	1365 ROUTE 9	PETRUSH, EDWARD	\$ 110,000.00	0.46	1,680	\$ 418.00	\$ 124.00	\$ 542.00
63.-4-9.111	1367 ROUTE 9	CDSJ LLC	\$ 110,800.00	33.310001	-	\$ 1,787.00	\$ 119.00	\$ 1,906.00
63.3-1-9	1369 ROUTE 9	EMERICH, KEVIN A	\$ 692,000.00	1.84	101,760	\$ 2,587.00	\$ 1,114.00	\$ 3,701.00
63.3-1-10	1373 ROUTE 9	GLENS FALLS AREA HABITAT FOR, HUMANITY INC	\$ 458,000.00	1.23	-	\$ 1,713.00	\$ 490.00	\$ 2,203.00



Town of Moreau
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TAX MAP ID	ADDRESS	OWNER	VALUE	AREA (Ac.)	WATER USE (Gallons)	Total Debt Service	Total O&M & USAGE	Total Sewer Bill
63.3-1-13.1	1377-1387 ROUTE 9	ROUTE 9 AUTOWORLD INC	\$ 650,000.00	5.909999	-	\$ 2,604.00	\$ 696.00	\$ 3,300.00
77.1-1-2	1378 ROUTE 9	DEEB, DAVID A	\$ 145,000.00	0.6	8,070	\$ 551.00	\$ 185.00	\$ 736.00
77.-4-3	1386-1388 ROUTE 9	GRAY ROCK PROPERTIES LLC	\$ 415,200.00	24.68	95,460	\$ 2,532.00	\$ 795.00	\$ 3,327.00
77.-4-2	1390-1406 ROUTE 9	HILLMAN PROPERTIES INC	\$ 2,045,000.00	17.409999	8,640	\$ 8,143.00	\$ 2,220.00	\$ 10,363.00
63.3-1-13.2	1391 ROUTE 9	NORTH TRACT PROPERTIES LLC	\$ 395,000.00	2.299999	792,760	\$ 1,529.00	\$ 3,340.00	\$ 4,869.00
63.3-1-14	1393 ROUTE 9	SEAN KAM & LOGAN REALTY INC	\$ 300,000.00	0.34	-	\$ 1,102.00	\$ 321.00	\$ 1,423.00
63.3-1-15.1	1397 ROUTE 9	SEAN KAM & LOGAN REALTY INC	\$ 274,000.00	3.059999	7,760	\$ 1,121.00	\$ 322.00	\$ 1,443.00
63.3-1-15.2	1401 ROUTE 9	FISH, PHYLLIS R	\$ 450,000.00	2.579999	7,490	\$ 1,740.00	\$ 510.00	\$ 2,250.00
63.-4-2	1403 ROUTE 9	RDDC DEVELOPMENT CORP2	\$ 17,033,321.00	80.029998	13,524,000	\$ 65,122.00	\$ 67,994.00	\$ 133,116.00
63.3-1-16	1405 ROUTE 9	RDDC DEVELOPMENT CORP	\$ 155,000.00	0.569999	-	\$ 586.00	\$ 166.00	\$ 752.00
77.-4-37	1408 ROUTE 9	ELECTRO-MED EXTRUSION INC	\$ 325,000.00	1.25	35,000	\$ 1,231.00	\$ 477.00	\$ 1,708.00
63.3-1-22	1411 ROUTE 9	THE PINES MHP	\$ 1,105,640.00	7.809999	25,360	\$ 4,336.00	\$ 1,276.00	\$ 5,612.00
63.3-1-7	1416 ROUTE 9	SPEEDWAY LLC	\$ 1,100,000.00	2.17	235,050	\$ 4,081.00	\$ 2,042.00	\$ 6,123.00
63.3-1-20.1	1417-1419 ROUTE 9	HEWLETT, GREGORY	\$ 196,000.00	1.84	-	\$ 788.00	\$ 210.00	\$ 998.00
63.3-1-6.1	1418 ROUTE 9	NADEEM LODGING, CORPORATION	\$ 2,170,000.00	5.949999	-	\$ 8,119.00	\$ 2,322.00	\$ 10,441.00
63.3-1-21.1	1421-1423 ROUTE 9	HEWLETT, GREGORY T	\$ 276,300.00	2.289999	156,910	\$ 1,097.00	\$ 873.00	\$ 1,970.00
63.3-1-20.2	1425 ROUTE 9	ROGGE, BERNARD C	\$ 35,000.00	3.319999	-	\$ 265.00	\$ 37.00	\$ 302.00
63.3-1-21.21	1427-1429 ROUTE 9	ROGGE, DAVID D	\$ 196,500.00	1.84	-	\$ 790.00	\$ 210.00	\$ 1,000.00
63.3-1-3.21	1428-1432 ROUTE 9	NADEEM LODGING CORPORATION	\$ 187,300.00	1.49	-	\$ 741.00	\$ 200.00	\$ 941.00
63.3-1-2.1	1431 ROUTE 9	RIDGE STREET YOGI MART INC	\$ 250,000.00	0.689999	-	\$ 936.00	\$ 268.00	\$ 1,204.00
63.3-1-1	1433 ROUTE 9	DMMH CORP	\$ 1,750,000.00	7.289999	-	\$ 6,652.00	\$ 1,873.00	\$ 8,525.00
63.3-1-3.12	1434 ROUTE 9	PJM 612 ENTERPRISES LLC	\$ 1,825,000.00	3.16	6,130	\$ 6,752.00	\$ 1,976.00	\$ 8,728.00
63.3-1-2.2	1435 ROUTE 9	DMMH CORP	\$ 905,000.00	1.74	-	\$ 3,355.00	\$ 968.00	\$ 4,323.00
63.3-1-26	1438-1440 ROUTE 9	MOFFITT, PATRICIA A	\$ 1,100,000.00	3.22	27,390	\$ 4,125.00	\$ 1,278.00	\$ 5,403.00
63.4-1-1	1439 ROUTE 9	STONE, GARY E	\$ 300,000.00	1.889999	42,790	\$ 1,167.00	\$ 478.00	\$ 1,645.00
37.-1-10.121	144-162 HARRISON AVE	HARRISON QUARRY TOWNHOMES LLC	\$ 6,960,000.00	17.26	3,559,537	\$ 25,968.00	\$ 20,546.00	\$ 46,514.00
50.-4-14	1-5 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	\$ 72,200.00	2.859999	-	\$ 381.00	\$ 77.00	\$ 458.00
50.-4-17	1-5 ELECTRIC DR	TOWN OF MOREAU	\$ 87,200.00	3.609999	-	\$ 466.00	\$ 93.00	\$ 559.00
50.-4-2.1	17-29 HUDSON FALLS RD	NIAGARA MOHAWK POWER CORP	\$ 168,115.00	47.759998	-	\$ 2,596.00	\$ 180.00	\$ 2,776.00
50.-2-19.111	186-188 BLUEBIRD RD	VA VA VOOM INC	\$ 150,000.00	23.7	-	\$ 1,529.00	\$ 161.00	\$ 1,690.00
50.-2-19.12	196-198 BLUEBIRD RD	CHURCH AID OF THE PROTESTANT	\$ 3,408,750.00	2.75	1,344,000	\$ 12,480.00	\$ 8,593.00	\$ 21,073.00
37.-1-10.13	257-269 BLUEBIRD RD	HARRISON QUARRY TOWNHOMES LLC	\$ 280,000.00	6.32	-	\$ 1,279.00	\$ 300.00	\$ 1,579.00
50.-4-13	2-6 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	\$ 69,200.00	2.71	-	\$ 364.00	\$ 74.00	\$ 438.00
50.-4-16	2-6 ELECTRIC DR	MOREAU INDUSTRIAL PARK LLC	\$ 76,400.00	3.069999	-	\$ 405.00	\$ 82.00	\$ 487.00
50.-4-1.2	262-280 BLUEBIRD RD	NORTHERN ELECTRIC POWER CO LP	\$ 149,300.00	7.619999	-	\$ 859.00	\$ 160.00	\$ 1,019.00
50.-4-34	26-32 FARNAN RD	TOWN OF MOREAU	\$ 70,200.00	2.759999	-	\$ 370.00	\$ 75.00	\$ 445.00
37.-1-10.14	271-281 BLUEBIRD RD	HARRISON QUARRY TOWNHOMES LLC	\$ 60,000.00	2.5	-	\$ 322.00	\$ 64.00	\$ 386.00
50.-4-1.11	282-284 BLUEBIRD RD	NIAGARA MOHAWK POWER CORP	\$ 6,794.00	1.929999	-	\$ 105.00	\$ 7.00	\$ 112.00
50.-2-1.11	284-298 FORT EDWARD RD	BLUEBIRD VILLAGE LLC	\$ 14,459,900.00	39.79	7,869,893	\$ 54,112.00	\$ 44,433.00	\$ 98,545.00
50.-4-1.12	286-296 BLUEBIRD RD	NIAGARA MOHAWK POWER CORP	\$ 44,700.00	29.78	-	\$ 1,400.00	\$ 48.00	\$ 1,448.00
50.-4-20	29 FARNAN RD	TOWN OF MOREAU	\$ 30,000.00	0.819999	-	\$ 143.00	\$ 32.00	\$ 175.00
50.-4-4	30-32 RAILROAD DR	TOWN OF MOREAU	\$ 67,600.00	2.17	-	\$ 335.00	\$ 72.00	\$ 407.00
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	\$ 101,400.00	4.32	-	\$ 548.00	\$ 108.00	\$ 656.00
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	\$ 101,400.00	4.32	-	\$ 548.00	\$ 108.00	\$ 656.00
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	\$ 101,400.00	4.32	-	\$ 548.00	\$ 108.00	\$ 656.00
50.-4-19	33-35 FARNAN RD	TOWN OF MOREAU	\$ 77,600.00	3.13	-	\$ 412.00	\$ 83.00	\$ 495.00
50.-4-33	34-38 FARNAN RD	TOWN OF MOREAU	\$ 71,800.00	2.839999	-	\$ 378.00	\$ 77.00	\$ 455.00



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TAX MAP ID	ADDRESS	OWNER	VALUE	AREA (Ac.)	WATER USE (Gallons)	Total Debt Service	Total O&M & USAGE	Total Sewer Bill
50.-4-18	37-41 FARNAN RD	TOWN OF MOREAU	\$ 90,600.00	3.779999	-	\$ 486.00	\$ 97.00	\$ 583.00
50.-4-32	40 FARNAN RD	TOWN OF MOREAU	\$ 35,600.00	1.029999	-	\$ 172.00	\$ 38.00	\$ 210.00
50.-4-95	42 FARNAN RD	NIAGARA MOHAWK POWER CORP	\$ 133,800.00	7.349999	-	\$ 791.00	\$ 143.00	\$ 934.00
50.-4-5	44-46 FARNAN RD	TOWN OF MOREAU	\$ 224,100.00	18.639999	-	\$ 1,588.00	\$ 240.00	\$ 1,828.00
50.-4-6	48-56 FARNAN RD	MOREAU INDUSTRIAL PARK LLC	\$ 144,800.00	17.34	-	\$ 1,246.00	\$ 155.00	\$ 1,401.00
50.-4-8	64 FARNAN RD	SPURLOCK ADHESIVES INC	\$ 1,765,000.00	16.37	6,599,000	\$ 7,084.00	\$ 26,173.00	\$ 33,257.00
50.-4-23	7 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	\$ 76,000.00	3.049999	-	\$ 403.00	\$ 81.00	\$ 484.00
50.-4-9	70-74 FARNAN RD	SPURLOCK ADHESIVES INC	\$ 151,600.00	9.569999	-	\$ 948.00	\$ 162.00	\$ 1,110.00
50.-4-96.2	76 FARNAN RD	SPURLOCK ADHESIVES INC	\$ 54,600.00	1.98	-	\$ 280.00	\$ 58.00	\$ 338.00
50.-4-11	78-104 FARNAN RD	MOREAU INDUSTRIAL PARK LLC	\$ 127,700.00	21.729999	-	\$ 1,367.00	\$ 137.00	\$ 1,504.00
50.-4-21	7-9 ELECTRIC DR	TOWN OF MOREAU	\$ 80,800.00	3.289999	-	\$ 430.00	\$ 86.00	\$ 516.00
50.-4-25	8 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	\$ 73,000.00	2.9	-	\$ 386.00	\$ 78.00	\$ 464.00
50.-4-22	8-12 ELECTRIC DR	MOREAU INDUSTRIAL PARK LLC	\$ 71,400.00	2.819999	-	\$ 376.00	\$ 76.00	\$ 452.00
37.-1-15.11	82-92 HARRISON AVE	SCHERMERHORN RESIDENTIAL	\$ 950,000.00	32.2	-	\$ 4,785.00	\$ 1,017.00	\$ 5,802.00
37.19-1-25.1	84 SISSON RD	SISSON RESERVE HOUSING, DEVELOP FUND CORP	\$ 2,988,200.00	13.6	6,147,000	\$ 11,406.00	\$ 25,818.00	\$ 37,224.00
37.19-1-25.2	86 SISSON RD	SISSON RESERVE II HOUSING, DEVELOP FUND CORP	\$ 2,199,100.00	7.61	-	\$ 8,294.00	\$ 2,353.00	\$ 10,647.00
50.-4-12	95-99 FARNAN RD	NIAGARA MOHAWK POWER CORP	\$ 31,258.00	8.88	-	\$ 482.00	\$ 33.00	\$ 515.00

APPENDIX F
EQUIVALENT DWELLING UNIT WORKSHEET

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Equivalent Dwelling Units Schedule

A. An equivalent dwelling unit is a unit of measure for the water consumption of or sewage generated from particular buildings, structures or uses. One equivalent dwelling unit is equal to a water consumption and sewer generation of an average single-family residence.

B. The Water and Sewer Operator (Operator) shall be responsible for determining the number of equivalent dwelling units for various buildings, structures or uses in accordance with the provisions of this section. For proposed new construction, the Operator shall review the building plans and ascertain the use of the proposed structure and then determine the number of equivalent dwelling units required by an application of the tables in subsection C of this section. For an existing structure and use, the Operator shall apply subsection C to that structure and use. For the alteration, remodeling or expansion of an existing structure or use, the Operator shall determine the number of equivalent dwelling units being used by the existing structure or use by applying subsection C. The Operator shall then determine, in the same manner as new construction, the number of equivalent dwelling units required after completion of the alteration, remodeling or expansion. The equivalent dwelling units in such cases shall be the amount of the increase in such units, if any.

C. Table C.1 shall be used to determine equivalent dwelling units.

TABLE C.1

Type of Building, Structure or Use	Equivalent Dwelling Units
(1) Each space of a trailer court or mobile home park	1.00
(2) Each duplex	2.00
(3) Each separate apartment in an apartment house	1.00
(4) Each housing accommodation designed for occupancy by a single person or one family, irrespective of the number actually occupying such accommodation	1.00
(5) Each room of a lodging house, boardinghouse, hotel, motel or other multiple dwelling designed for sleeping accommodations for one or more individuals	
Without cooking facilities	0.60
With cooking facilities	1.00
(6) Churches, theaters and auditoriums, per each unit of seating capacity (a unit being 150 persons or any fraction thereof)	1.33
(7) Restaurants	
No seating	2.67
Seating (see note)	2.67 plus 1.00 per each 7 seats or fraction thereof
Delicatessen or fast food, using only disposable tableware:	
No seating	2.67
Seating (see note)	2.76 plus 1.00 per each 21 seats or fraction thereof

(8) Automobile service stations:	
Up to four gasoline pumps	2.00
Each additional pump	0.25
(9) Self-service laundries, per each washer	0.75
(10) Office space in industrial or commercial establishments not listed above and warehouses	Divide gross floor area of building in sq. ft. by 1,800
(11) Schools:	
Elementary schools	
For each 30 pupils or fraction thereof	1.00
Junior high schools	
For each 25 pupils or fraction thereof	1.00
High schools	
For each 15 pupils or fraction thereof	1.00
(12) In the case of all commercial, industrial and business establishments not included in subdivisions 1 through 11, inclusive, of this subsection, the number of equivalent dwelling units shall be determined in each case by the Operator and shall be based upon his or her estimate of the volume and type of wastewater to be discharged into the sewer. The provisions of Chapter 13.16 shall apply to all cases under this subsection and an industrial user permit shall be required. Any such permit, issued for any use hereunder, shall include a specific volume authorized for such use. If said amount is exceeded, it shall be grounds for revocation of the permit or may be subject to adjustment of the equivalent dwelling unit assignment for the property.	
(13) Vacant land	
Up to 1 acres	0.5
Over 1 acre (per acre)	0.1 per additional acre

Notes:

- a) If the number of equivalent dwelling units, determined by the application of subsection C of this section, results in a fraction, the number shall be rounded up to the nearest whole number, excepting vacant parcels up to 1 acre.

APPENDIX G
OPTION 3 - EDU METHOD

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Town of Moreau
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TAX MAP ID	ADDRESS	OWNER	WATER USE (Gallons)	EDU	Debt Service	O&M	Total Sewer Bill
76.-3-23	ROUTE 9	CONGDON, GARDNER R	0	1	\$ 149.14	\$ 39.67	\$ 188.81
63.3-1-21.22	ROUTE 9	ROGGE, DAVID D	0	1	\$ 149.14	\$ 39.67	\$ 188.81
50.-4-3	10-28 RAILROAD DR	MOREAU INDUSTRIAL PARK LLC	0	4	\$ 1,193.14	\$ 317.34	\$ 1,510.48
37.-1-19	108 HARRISON AVE	HARRISON PLACE LLC	704,900	26	\$ 7,755.41	\$ 5,432.02	\$ 13,187.43
50.-4-31	11-27 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-3-4.1	116 BLUEBIRD RD	CANNONE VENTURES INC	2,230,000	26	\$ 7,755.41	\$ 12,721.81	\$ 20,477.22
76.-3-20	1255 ROUTE 9	STATE OF NEW YORK1	229,300	2	\$ 596.57	\$ 1,254.69	\$ 1,851.26
76.-3-19	1265 ROUTE 9	BCR ROUTE 9 LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
76.-3-18	1267 ROUTE 9	MUNTER LAND HOLDINGS LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-43	1269-1275 ROUTE 9	KILMER, JANE D	0	2	\$ 596.57	\$ 158.67	\$ 755.24
76.-3-22	1270-1272 ROUTE 9	NAJA, JOHN A	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-79	1277-1283 ROUTE 9	FINKE ENTERPRISES LLC	28,430	1	\$ 298.28	\$ 215.23	\$ 513.51
76.-3-21.2	1280 ROUTE 9	GUTHEIL, HARRY G	21,730	1	\$ 149.14	\$ 143.53	\$ 292.68
77.1-1-74	1284 ROUTE 9	MACS RETAIL LLC	393,500	4	\$ 1,193.14	\$ 2,198.22	\$ 3,391.36
77.1-1-48	1287 ROUTE 9	BHATTI, ELISHBA	455,740	5	\$ 1,491.42	\$ 2,575.05	\$ 4,066.48
77.1-1-80	1288 ROUTE 9	MACS RETAIL LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-56	1289 ROUTE 9	ROLAND, MADELINE E	96,210	1	\$ 298.28	\$ 539.21	\$ 837.49
77.1-1-55	1291-1293 ROUTE 9	ROLAND, MADELINE E	4,750	2	\$ 596.57	\$ 181.37	\$ 777.94
77.1-1-39.1	1292 ROUTE 9	GUTHEIL, HARRY G	0	2	\$ 596.57	\$ 158.67	\$ 755.24
77.1-1-38.1	1294 ROUTE 9	GUTHEIL, HARRY G	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-37	1296-1300 ROUTE 9	P & M ENTERPRISES SGF LLC	39,650	1	\$ 298.28	\$ 268.86	\$ 567.14
77.1-1-75.2	1297 ROUTE 9	BURKE, THOMAS J	363,970	4	\$ 1,193.14	\$ 2,057.07	\$ 3,250.21
77.1-1-83	1299 ROUTE 9	HUDSON HEADWATERS HEALTH	11,180	1	\$ 298.28	\$ 132.77	\$ 431.06
77.1-1-35	1304 ROUTE 9	GROMA LLC	26,270	1	\$ 298.28	\$ 204.90	\$ 503.19
77.1-1-61	1311 ROUTE 9	STEWARTS SHOPS CORP	60,490	1	\$ 298.28	\$ 368.47	\$ 666.75
77.1-1-70.2	1312 ROUTE 9	BAKHURU, DEEPAK H	34,460	1	\$ 298.28	\$ 244.05	\$ 542.33
77.1-1-71	1314-1316 ROUTE 9	DANICO PROPERTIES LLC	23,610	2	\$ 596.57	\$ 271.52	\$ 868.09
77.1-1-63	1315-1319 ROUTE 9	PARILLO, FRANK J	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-73.2	1318 ROUTE 9	GROMA LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-24	1320-1322 ROUTE 9	GROMA LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.-4-14.2	1321 ROUTE 9	ENGLISH VILLAGE LLC	0	5	\$ 1,491.42	\$ 396.67	\$ 1,888.09
77.1-1-64	1323 ROUTE 9	BLUE FLAME GAS CO INC	16,160	1	\$ 298.28	\$ 156.58	\$ 454.86
77.1-1-22	1324-1328 ROUTE 9	CACCAVO, DEBRA J	219,080	2	\$ 596.57	\$ 1,205.84	\$ 1,802.41
77.1-1-65	1327-1329 ROUTE 9	BUCK, JAY	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-21	1330 ROUTE 9	EXECUTIVE PROPERTY SERV LLC	39,090	1	\$ 298.28	\$ 266.18	\$ 564.46
77.1-1-66	1331-1335 ROUTE 9	SUTPHIN, ROSALIE M	76,560	2	\$ 596.57	\$ 524.62	\$ 1,121.19
77.1-1-20	1332-1348 ROUTE 9	STONE, TARA	255,500	2	\$ 596.57	\$ 1,379.93	\$ 1,976.50
77.1-1-1	1341 ROUTE 9	BRAIDWOODS HOLDING CO LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.-4-9.12	1345-1347 ROUTE 9	PETRUSH, EDWARD	0	4	\$ 1,193.14	\$ 317.34	\$ 1,510.48
63.-4-9.112	1349-1361 ROUTE 9	CDSJ LLC	0	7	\$ 2,087.99	\$ 555.34	\$ 2,643.33
77.1-1-77	1350 ROUTE 9	BKM PROPERTIES LLC	5,370	1	\$ 298.28	\$ 105.00	\$ 403.29
77.1-1-76	1352 ROUTE 9	NOFTLE ENTERPRISES INC	36,470	1	\$ 298.28	\$ 253.66	\$ 551.94
77.1-1-4	1356 ROUTE 9	KLOSS, EDWARD M	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-8	1365 ROUTE 9	PETRUSH, EDWARD	1,680	1	\$ 298.28	\$ 87.36	\$ 385.65



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Town of Moreau
Saratoga County, New York
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TAX MAP ID	ADDRESS	OWNER	WATER USE (Gallons)	EDU	Debt Service	O&M	Total Sewer Bill
63.-4-9.111	1367 ROUTE 9	CDSJ LLC	0	4	\$ 1,193.14	\$ 317.34	\$ 1,510.48
63.3-1-9	1369 ROUTE 9	EMERICH, KEVIN A	101,760	1	\$ 298.28	\$ 565.73	\$ 864.02
63.3-1-10	1373 ROUTE 9	GLENS FALLS AREA HABITAT FOR, HUMANITY INC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-13.1	1377-1387 ROUTE 9	ROUTE 9 AUTOWORLD INC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-2	1378 ROUTE 9	DEEB, DAVID A	8,070	1	\$ 298.28	\$ 117.91	\$ 416.19
77.-4-3	1386-1388 ROUTE 9	GRAY ROCK PROPERTIES LLC	95,460	1	\$ 298.28	\$ 535.62	\$ 833.91
77.-4-2	1390-1406 ROUTE 9	HILLMAN PROPERTIES INC	8,640	2	\$ 596.57	\$ 199.97	\$ 796.54
63.3-1-13.2	1391 ROUTE 9	NORTH TRACT PROPERTIES LLC	792,760	1	\$ 298.28	\$ 3,868.63	\$ 4,166.91
63.3-1-14	1393 ROUTE 9	SEAN KAM & LOGAN REALTY INC	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
63.3-1-15.1	1397 ROUTE 9	SEAN KAM & LOGAN REALTY INC	7,760	1	\$ 298.28	\$ 116.43	\$ 414.71
63.3-1-15.2	1401 ROUTE 9	FISH, PHYLLIS R	7,490	1	\$ 298.28	\$ 115.14	\$ 413.42
63.-4-2	1403 ROUTE 9	RDDC DEVELOPMENT CORP2	13,524,000	379	\$ 113,049.96	\$ 94,710.69	\$ 207,760.66
63.3-1-16	1405 ROUTE 9	RDDC DEVELOPMENT CORP	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.-4-37	1408 ROUTE 9	ELECTRO-MED EXTRUSION INC	35,000	1	\$ 298.28	\$ 246.63	\$ 544.91
63.3-1-22	1411 ROUTE 9	CROSS, CHERYL	25,360	29	\$ 8,650.26	\$ 2,421.91	\$ 11,072.17
63.3-1-7	1416 ROUTE 9	SPEEDWAY LLC	235,050	3	\$ 894.85	\$ 1,361.51	\$ 2,256.37
63.3-1-20.1	1417-1419 ROUTE 9	HEWLETT, GREGORY	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-6.1	1418 ROUTE 9	NADEEM LODGING, CORPORATION	0	47	\$ 14,019.39	\$ 3,728.70	\$ 17,748.09
63.3-1-21.1	1421-1423 ROUTE 9	HEWLETT, GREGORY T	156,910	1	\$ 298.28	\$ 829.34	\$ 1,127.63
63.3-1-20.2	1425 ROUTE 9	ROGGE, BERNARD C	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-21.21	1427-1429 ROUTE 9	ROGGE, DAVID D	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-3.21	1428-1432 ROUTE 9	NADEEM LODGING CORPORATION	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-2.1	1431 ROUTE 9	RIDGE STREET YOGI MART INC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-1	1433 ROUTE 9	DMMH CORP	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-3.12	1434 ROUTE 9	PJM 612 ENTERPRISES LLC	6,130	1	\$ 298.28	\$ 108.63	\$ 406.92
63.3-1-2.2	1435 ROUTE 9	DMMH CORP	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-26	1438-1440 ROUTE 9	MOFFITT, PATRICIA A	27,390	1	\$ 298.28	\$ 210.25	\$ 508.54
63.4-1-1	1439 ROUTE 9	STONE, GARY E	42,790	1	\$ 298.28	\$ 283.87	\$ 582.15
63.4-1-75	1441-1443 ROUTE 9	TIERNEY, THOMAS J	25,150	1	\$ 298.28	\$ 199.55	\$ 497.83
37.-1-10.121	144-162 HARRISON AVE	HARRISON QUARRY TOWNHOMES LLC	3,559,537	116	\$ 34,601.04	\$ 26,216.91	\$ 60,817.95
63.3-1-25	1442-1444 ROUTE 9	OPPENHEIM, MOIRA	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.4-1-76	1445-1447 ROUTE 9	SAUNDERS, RUSTY R	77,970	1	\$ 298.28	\$ 452.02	\$ 750.31
63.3-1-23	1446 ROUTE 9	STEPMAR DEVELOPMENT INC	0	2	\$ 596.57	\$ 158.67	\$ 755.24
63.3-1-24	1448 ROUTE 9	HUDSON HEADWATERS HEALTH NET	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-3.111	1450 ROUTE 9	MAOKIN LLC	17,100	2	\$ 596.57	\$ 240.40	\$ 836.97
63.3-1-3.14	1454-1456 ROUTE 9	BATKAY, WILLIAM	0	1	\$ 298.28	\$ 79.33	\$ 377.62
63.3-1-3.13	1458 ROUTE 9	DESANTIS ENTERPRISES INC	0	1	\$ 149.14	\$ 39.67	\$ 188.81
63.4-1-71	1462 ROUTE 9	BHATTI, ELISHBA	328,840	3	\$ 894.85	\$ 1,809.82	\$ 2,704.67
63.4-1-69.1	1470 ROUTE 9	BUHRMASTER PROPANE LLC	11,930	1	\$ 298.28	\$ 136.36	\$ 434.64
50.-4-14	1-5 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-17	1-5 ELECTRIC DR	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-2.1	17-29 HUDSON FALLS RD	NIAGARA MOHAWK POWER CORP	0	6	\$ 1,789.71	\$ 476.00	\$ 2,265.71
50.-2-19.111	186-188 BLUEBIRD RD	VA VA VOOM INC	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
50.-2-19.12	196-198 BLUEBIRD RD	CHURCH AID OF THE PROTESTANT	1,344,000	21	\$ 6,263.98	\$ 8,090.17	\$ 14,354.15



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Town of Moreau
 Saratoga County, New York
Option 3 - EDU Method
 Sewer Consolidation Study
 May 2021



TAX MAP ID	ADDRESS	OWNER	WATER USE (Gallons)	EDU	Debt Service	O&M	Total Sewer Bill
37.-1-10.13	257-269 BLUEBIRD RD	HARRISON QUARRY TOWNHOMES LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-13	2-6 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-16	2-6 ELECTRIC DR	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-1.2	262-280 BLUEBIRD RD	NORTHERN ELECTRIC POWER CO LP	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-34	26-32 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
37.-1-10.14	271-281 BLUEBIRD RD	HARRISON QUARRY TOWNHOMES LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-1.11	282-284 BLUEBIRD RD	NIAGARA MOHAWK POWER CORP	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-2-1.11	284-298 FORT EDWARD RD	BLUEBIRD VILLAGE LLC	7,869,893	240	\$ 71,588.37	\$ 56,657.31	\$ 128,245.68
50.-4-1.12	286-296 BLUEBIRD RD	NIAGARA MOHAWK POWER CORP	0	4	\$ 1,193.14	\$ 317.34	\$ 1,510.48
50.-4-20	29 FARNAN RD	TOWN OF MOREAU	0	1	\$ 149.14	\$ 39.67	\$ 188.81
50.-4-4	30-32 RAILROAD DR	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-30	31 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-19	33-35 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-33	34-38 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-57	35 FAWN RD	NAEC FOR PETS LLC	234,190	3	\$ 894.85	\$ 1,357.40	\$ 2,252.26
50.-4-18	37-41 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-32	40 FARNAN RD	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.-4-36.11	416-422 REYNOLDS RD	THE ADIRONDACK TRUST CO	0	2	\$ 596.57	\$ 158.67	\$ 755.24
50.-4-95	42 FARNAN RD	NIAGARA MOHAWK POWER CORP	0	2	\$ 596.57	\$ 158.67	\$ 755.24
77.-4-36.12	428 REYNOLDS RD	JENSEN-BURNHAM, EILEEN	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.-4-36.2	430 REYNOLDS RD	HILLMAN PROPERTIES INC	0	2	\$ 596.57	\$ 158.67	\$ 755.24
50.-4-5	44-46 FARNAN RD	TOWN OF MOREAU	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
50.-4-6	48-56 FARNAN RD	MOREAU INDUSTRIAL PARK LLC	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
77.1-1-78	488 FORTSVILLE RD	BKM PROPERTIES LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
76.-3-16	51 SPIER FALLS RD	MUNTER LAND HOLDINGS LLC	0	1	\$ 149.14	\$ 39.67	\$ 188.81
76.-3-17.2	53-59 SPIER FALLS RD	MUNTER LAND HOLDINGS LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
77.1-1-62.1	6-22 SPIER FALLS RD	PARILLO FRANK J	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
50.-4-8	64 FARNAN RD	SPURLOCK ADHESIVES INC	6,599,000	86	\$ 25,652.50	\$ 38,365.15	\$ 64,017.64
50.-4-23	7 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-9	70-74 FARNAN RD	SPURLOCK ADHESIVES INC	0	2	\$ 596.57	\$ 158.67	\$ 755.24
50.-4-96.2	76 FARNAN RD	SPURLOCK ADHESIVES INC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-11	78-104 FARNAN RD	MOREAU INDUSTRIAL PARK LLC	0	3	\$ 894.85	\$ 238.00	\$ 1,132.86
50.-4-21	7-9 ELECTRIC DR	TOWN OF MOREAU	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-25	8 CORPORATE PL	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
50.-4-22	8-12 ELECTRIC DR	MOREAU INDUSTRIAL PARK LLC	0	1	\$ 298.28	\$ 79.33	\$ 377.62
37.-1-15.11	82-92 HARRISON AVE	SCHERMERHORN RESIDENTIAL	0	40	\$ 11,931.39	\$ 3,173.36	\$ 15,104.76
37.19-1-25.1	84 SISSON RD	SISSON RESERVE HOUSING, DEVELOP FUND CORP	6,147,000	82	\$ 24,459.36	\$ 35,887.30	\$ 60,346.66
37.19-1-25.2	86 SISSON RD	SISSON RESERVE II HOUSING, DEVELOP FUND CORP	0	64	\$ 19,090.23	\$ 5,077.38	\$ 24,167.62
50.-4-12	95-99 FARNAN RD	NIAGARA MOHAWK POWER CORP	0	2	\$ 596.57	\$ 158.67	\$ 755.24

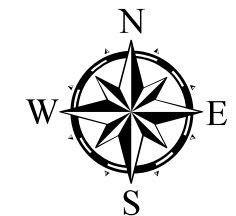
APPENDIX H
CONSOLIDATED SEWER DISTRICT MAP & DESCRIPTION

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**Town of Moreau
Sewer District Consolidation
Proposed Consolidated
Sewer District
May 17, 2021**

Legend

-  Parcels
-  Town of Moreau Consolidated Sewer District



0 1,500 3,000 6,000 9,000 Feet

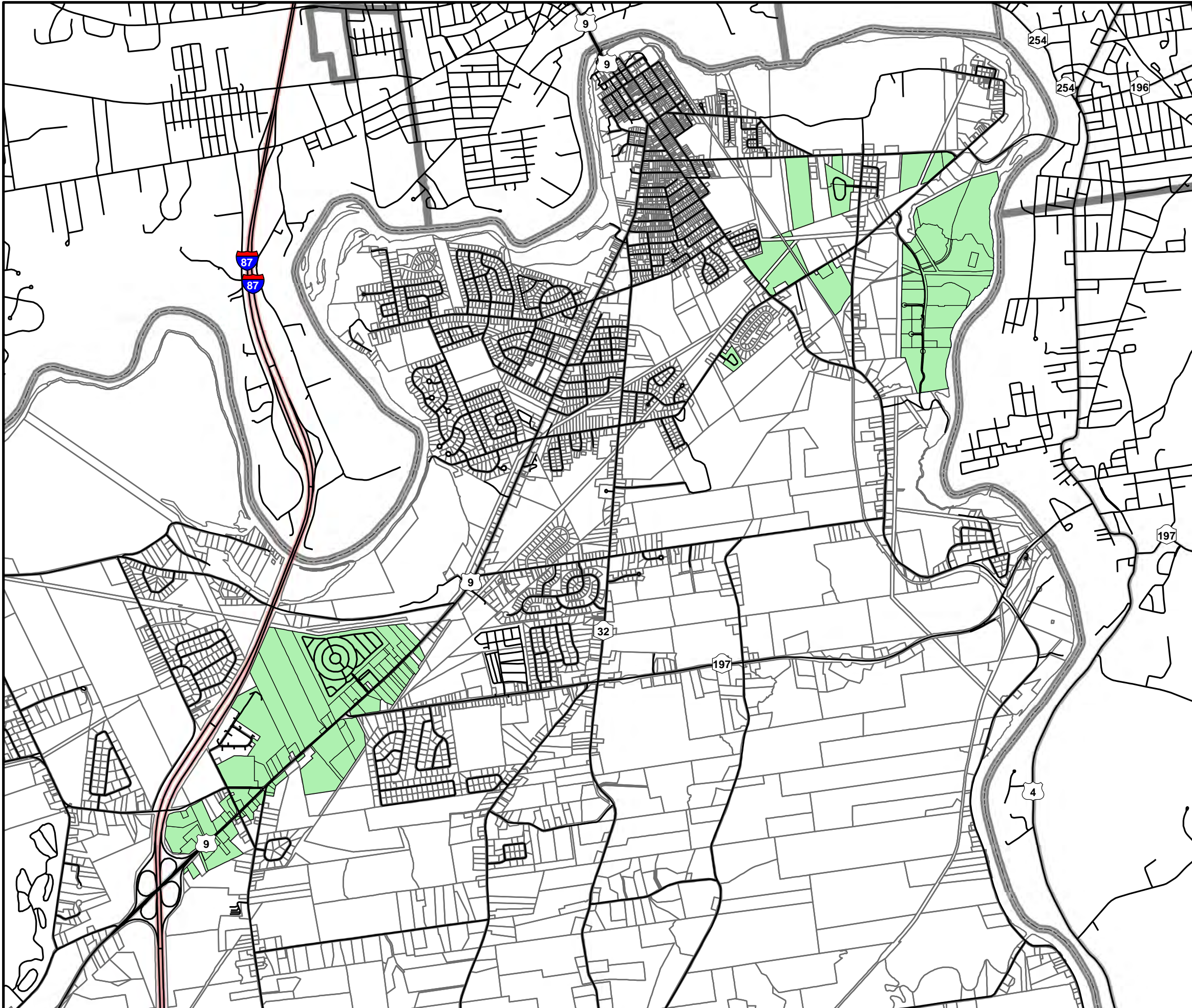
1 inch = 3,000 feet

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Data provided by: Saratoga County,
Department of Planning & Development.
Accuracy or completeness is not guaranteed.
Last Modified 04-15-21 Project # 2021028
J:\2021028\Cadd\GIS

Note: The property lines shown on this drawing are from County tax maps and may not be truly accurate.



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TOWN OF MOREAU
PROPOSED CONSOLIDATED SEWER DISTRICT
BOUNDARY DESCRIPTION

MAY 2021

Town of Moreau

Saratoga County, New York

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

AREA 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AREA 2

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

AREA 3

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

AREA 4

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

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

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

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

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

AREA 5

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

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

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

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

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

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

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

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

AREA 6

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

AREA 7

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

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

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

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

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

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

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

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

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

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

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

Thence westerly along the northern bounds of Parcel 37.-1-13 and Parcel 50.-2-100.11 to its intersection with the eastern bounds of Parcel 37.-1-34;

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

AREA 8

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

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

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

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

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

Excepting therefrom Parcel 50.-4-1.31.

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