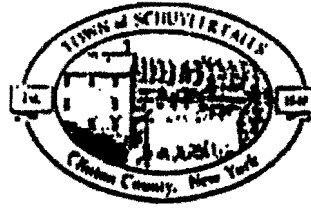


HAROLD ORMSBY
Supervisor

SHERMAN HAMEL
Deputy--Supervisor

DONNA HAMEL
Town Clerk/Tax Collector

JOHN ROCK
Supt. of Highways



GEORGE SEYMOUR
Councilman

MIKE REIL
Councilman

BARRY WHITE
Councilman

TOWN OF SCHUYLER FALLS

P.O. Box 99
Morrisonville, NY 12962
(518) 563-1129 (518) 563-2503
Fax # (518) 561-7845

TDD # 711
June 17, 2013

Via: Electronic Filing

Honorable Jeffrey Cohn
Acting Secretary
NYS Public Service Commission
Empire State Plaza
Agency Building 3
Albany, New York 12223-1350

RE: Case 11-W-___ In the Matter of the Joint Petition by
Garrow Water Works Company, Inc. and the Town of
Schuyler Falls for Approval of the Transfer of all the Water
Supply Assets Serving the Fillion Subdivision to the Town
Of Schuyler Falls

Dear Acting Secretary Cohen:

Enclosed for filing is the Petition to transfer the assets of Garrow Water Works Company, Inc. (the "Company") to the Town of Schuyler Falls (the "Town"). The Petition is being filed pursuant to Public Service Law § 89-h(1).

The transfer of the water system to the Town is in the public interest. The Town's ownership should stabilize long-term rates and provide dependable service to the customers of the Company. The Town has the resources necessary to continue the operations of the system in a dependable and efficient manner.

The Petitioners request prompt action on the Petition. Each Petitioner seeks to close the transfer before August 4, 2013.

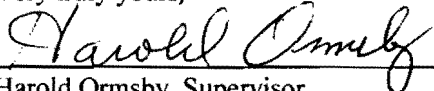
Please send copies of all notices and decisions to the above address and to:

Mr. Larry Garrow
Garrow Waterworks Company, Inc.
982 Military Turnpike
Plattsburgh, NY 12901

William Ryan, Esq
Tabner, Ryan and Keniry
18 Corporate Woods Blvd
Albany, NY 12211

Thank you for your consideration.

Very truly yours,


Harold Ormsby, Supervisor

Cc: Larry Garrow
William Ryan

Town of Schuyler Falls is an equal opportunity provider, and employer.
To file a complaint of discrimination, write: USDA, Director of Civil Rights,
1400 Independence Avenue, S. W., Washington, D.C. 20250-9410
or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

..... X
In the Matter of the Joint Petition by
Garrow Water Works Company, Inc. and
the Town of Schuyler Falls for Approval of
the
Transfer of all of the Water Supply Assets
Serving the Fildowns Country Homes
Subdivision
to the Town of Schuyler Falls
..... X

Case No. 11-W-_____

Petition for the Transfer
of Water Supply Assets

To the Public Service Commission of the State of New York:

1. Garrow Water Works Company, Inc. (hereinafter "the Company") is a water works company whose address is Garrow Water Works Company, Inc., 982 Military Turnpike, Plattsburgh, New York 12901. The Company operates in the Town of Schuyler Falls, Clinton County.

2. The Town of Schuyler Falls ("Town") is a municipality functioning under and by virtue of the laws of the State of New York, having its principal office at 997 Mason Street, Morrisonville, New York 12962 and located in Clinton County, State of New York.

3. By this petition, The Company and the Town request that the New York State Public Service Commission ("PSC" or "Commission") approve the sale of all the water supply assets owned by the Company that serve the Fildowns Country Homes subdivision to the Town.

4. The Company serves approximately 46 customers in the Fildowns Country Homes Subdivision (a/k/a Macey Lane) in the Town of Schuyler Falls, Clinton County. There are only two additional vacant lots that are not currently served. The Company does not provide fire protection service.

5. The Town has an created a water supply district (Macey Lane Water District) that will serve the customers of the Company after the acquisition of the water supply assets. A copy of the resolution forming the district is attached as Appendix 3.

6. The Company's water supply assets will be sold to the Town of Schuyler Falls free of any liens or

encumbrances.

7. The purchase price for the water system is \$287,000.00. This cost includes improvements to be made by the Company prior to transfer.

8. A copy of Contract of Sale is attached as Appendix 2.

9. Under the State Environmental Quality Review Act (SEQRA), Article 8 of the Environmental Conservation Law, and its implementing regulations (6 NYCRR Part 61.7) and 16 NYCRR Part 7, a lead agency must determine whether the proposed transfer will have a significant impact on the environment. The Town has adopted a resolution seeking to be the Lead Agent in a coordinated environmental review of the acquisition based on the Short Form Environmental Assessment form attached hereto as Appendix 2. The Town has subsequently performed the coordinated review and has issued a Negative Declaration in regard to potential environmental impacts. A copy of the resolution and declaration are attached as Appendix 2

10. Two governmental entities must approve the transfer. In addition to the Commission's approval, the Department of Environmental Conservation must authorize the Town to operate the water system. The requisite water supply application has been filed with the Department of Environmental Conservation.

11. The proposed action requests approval of the transfer of the water system and other assets of the Company. Since the proposed action does not meet the definition of Type I or Type II actions contained in 6 NYCRR 5 61.7.4, 617.5 and 16 NYCRR 5 7.2, it is an 'unlisted' action for SEQRA review. Based upon a review of the criteria for determining significance as listed in 6 NYCRR 5 617.7(c), it appears that the transfer of the water system and other assets will not result in a significant adverse impact to the environment. If no significant adverse environmental impact is found, a Public Notice Requesting Comments would not be needed and a Notice of Determination of Non Significance for this unlisted action would need to be issued by the Commission.

12. The sale of the assets to the Town is in the public interest. The Company is being required to make certain improvements to improve water quality. The cost of said improvements has been said to be as much as \$400,000, the cost of which will be paid by the rate payers over time. An alternate water supply from the adjacent Town of Plattsburgh is available; however the Town of Plattsburgh refuses to sell water to a private entity outside its Town boundary. The cost to connect to the Town of Plattsburgh is less than that to construct the needed improvements to the current Company water supply. In addition, the Town can finance the purchase of the system at a lower cost than the company is able to finance the needed improvement. Also, the Town does not pay real estate taxes, the PSC assessment, or income taxes, which should result in rates that will be lower than if owned and operated by the Company in the future. Thus, the acquisition of the water supply should provide dependable service to the customers and, in the long run, lower rates.

13. The parties would like to transfer the property as soon as possible and no later than August 30, 2013.

14. For these reasons, the parties request that the Commission act promptly on the application.

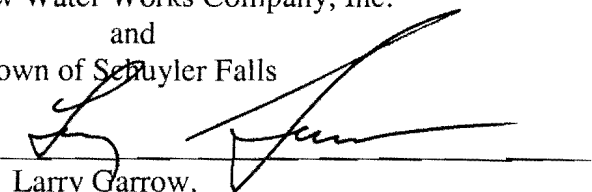
Respectfully submitted,

Garrow Water Works Company, Inc.

and

The Town of Schuylers Falls

By:


Larry Garrow,
For Garrow Waterworks Company

Dated: June 6, 2013

APPENDIX 1
CONTRACT FOR SALE

June 5, 2013

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made by and between the **TOWN OF SCHUYLER FALLS**, a political subdivision of the State of New York with offices located at 997 Mason Street, Morrisonville, New York 12962 (the "Buyer") on behalf of the Macey Lane Water District, a special district to be created pursuant to Article 12 of the Town Law of the State of New York (hereinafter referred to as "Water District") and **GARROW WATER-WORKS COMPANY, INC.**, a New York Corporation with an address of 982 Military Turnpike, Plattsburgh, New York 12901 (the "Seller" and collectively referred to with Buyer as the "Parties") and shall be effective as of the date this Agreement is signed by all Parties below (the "Effective Date").

RECITALS:

WHEREAS, Seller owns and operates a private water supply and distribution company located in the Town of Schuyler Falls; and

WHEREAS, the Seller's service area covers approximately 28 acres and encompasses 46 single family homes in the Fildowns Country Homes Subdivision along Macey Lane & the "Water Service Area"); and

WHEREAS, Buyer desires to establish a new water district which encompasses the Water Service Area; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of the Seller's right, title and interest in and to the Business, including certain assets and real property, used in the operation of the Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above, the terms and conditions of which are incorporated into this Agreement with the same effect as if fully restated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Closing. The consummation of the purchase and sale of the Business Assets, as such term is defined in **Section 2.1**, contemplated in this Agreement (the "Closing") shall take place within sixty (60) days after all of the conditions to Buyer's obligations set forth in **Section 11** have been fully satisfied or waived by Buyer (the "Closing Date"). The Closing will take place at the office of the Buyer's attorney or such other location as may be mutually agreed to by both Parties. In no event shall the Closing be any later than twelve (12) months from the final governmental approval required for the proposed Macey Lane Water District including the approval of the sale of assets of the Seller by the Public Service Commission.

2. Purchase and Sale of Business Assets.

2.1. Business Assets. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Buyer, free and clear of all liens and encumbrances, and Buyer agrees to purchase from Seller, the following items (all of which items are herein collectively called the "Business Assets"):

2.1.1. Seller's right, subject to the approvals and certifications set forth in **Section 12** herein to provide public water supply and distribution services in the Water Service Area. The Water Service Area is more particularly described on a map entitled "Proposed Macey Lane Water District", which is attached hereto and made a part hereof as **Exhibit 2.1.1**.

2.1.2. All of Seller's water distribution and supply system, used or held for use by Seller in connection with the Business; including, but not limited to those items described in **Schedule 2.1.2**.

2.1.3. All of Seller's meters used or held for use by Seller in connection with the Business; including, but not limited to, those items described in **Schedule 2.1.2**.

2.1.4. All of Seller's customer lists and supplier lists used in the Business;

2.1.5. All documents, records, operating manuals and files, and computer software pertaining to or used in connection with the Business, including, without limitation, all business records, all financial records, equipment records, but excluding minute books and other corporate records;

2.1.6 All of the supplies used in the operation of the Business, including, but not limited to, those items described in **Schedule 2.1.6** ("Supplies");

2.1.7 All real property owned by the Seller;

2.1.8 Any labor contracts for employees of the Seller;

2.1.9 Any medical insurance policies for employees of the Seller.

2.2 Excluded Assets Retained by Seller. No assets of Seller other than the Business Assets as set forth in Section 2.1 herein are to be sold or transferred by Seller to Buyer under this Agreement.

2.3 Assets Free and Clear.

2.3.1 The Business Assets shall be sold free and clear of all liabilities, liens, and encumbrances, and Buyer is not assuming and shall not be deemed to have assumed any other liability or obligation of Seller, fixed or contingent, disclosed or undisclosed, or otherwise.

2.3.2 Except for the Assumed Contracts expressly assumed by Buyer, Buyer is not undertaking and shall not be deemed to be liable, obligated or responsible for any other of Seller's leases, agreements or contracts or for any indebtedness incurred or arising with respect to any period on or prior to the Closing Date in connection with the Business Assets, whether fixed or contingent, disclosed or undisclosed, or otherwise.

2.3.3 With respect to any indebtedness secured by a lien on the Business Assets which is not expressly assumed by Buyer herein, Seller shall discharge any such lien prior to or at the Closing.

2.3.4 Seller shall satisfactorily settle all accounts payable as of the Closing Date.

3. Asset Purchase Price. The purchase price for the Business Assets ("Asset Purchase Price") is the sum of TWO HUNDRED EIGHTY SEVEN THOUSAND AND NO/100 (\$287,000.00) DOLLARS.

3.2 Payment of Asset Purchase Price. The Asset Purchase Price shall be paid in certified or bank funds on the closing date.

3.3 Price Adjustment. The parties agree that the time of approval of the proposed water district is unknown and dependant upon the governmental authorities with jurisdiction over this project. In order to account for this unknown and to protect the interests of both parties the following shall apply:

3.3.1 The asset purchase price indentified above shall remain valid through August 4th, 2013. All required approvals must be in place by that time.

3.3.2 After August 4th, 2013, the Seller shall be entitled to adjust the purchase price by the increase in the cost of materials required to install the Town of Plattsburgh Connection (See Section 11.7). The Buyer reserves the right to terminate this agreement in the event the cost increase is deemed prohibitive.

4. Pre-Closing Documents to be provided by Seller. Within ten (10) days of the Effective Date, unless otherwise stated herein, the Seller will provide the Buyer with the following information:

4.1. Contracts. A list of all oral or written contracts or commitments in connection with the Business to which either Seller is a party or by which Seller may be bound, including, but not limited to, all contracts/agreements related to the operation of the Business.

4.2. UCC and Lien Search and Certificate of Good Standing. Buyer shall obtain Uniform Commercial Code (UCC) searches in the State of New York and in Clinton County, a tax lien search, a bankruptcy search and a Certificate of Good Standing from New York State against Seller.

4.3. Corporate Documents. Seller shall furnish Buyer with a copy of Seller's Certificate of Incorporation, with all amendments, Bylaws currently in effect, operating certificates issued by New York State Department of Health and any other documents which Buyer or Buyer's attorneys reasonably request, including, but not limited to, copy of any Certificate of Assumed Name, and any documents from the New York State Department of Taxation and Finance.

4.4. Closing Documents. Seller shall provide Buyer with forms of all of the documents Seller is required to deliver at Closing, including, but not limited to, the corporate resolutions.

4.5. Permits, Licenses. Seller shall provide Buyer with copies of all permits, licenses, consents, approvals, certificates and authorizations required or necessary for the operation of the Business (the "Permits and Licenses"). The Permits and Licenses must be current and validly issued to Seller.

4.6 Any and all income tax returns and any other tax returns filed with the United States Treasury or New York State Department of Taxation for the three prior years.

5. Sale and Transfer of Assets.

5.1. Seller's Deliverables. At Closing and subject to the terms and conditions herein contained, Seller shall deliver to Buyer the following items:

5.1.1. Possession of the Business Assets (other than intangible assets).

5.1.2. An executed counterpart of a Bill of Sale in the form attached hereto as **Exhibit 5.1.2** conveying and assigning to Buyer all of the Business Assets.

5.1.3. Subject to **Section 2** hereof, all of Seller's contracts, leases, commitments, books, records and other data relating to the Business Assets.

5.1.4. A written certificate of Seller confirming that all the representations and warranties set forth in this Agreement are true, complete and correct in all material respects as of the Closing and that all of Seller's covenants set forth in this Agreement have been fully performed or satisfied in all material respects as of Closing, in the form attached hereto as **Exhibit 5.1.4**.

5.1.5. Certified copies of the corporate resolutions authorizing the sale of the Business Assets pursuant to this Agreement.

5.1.6. Seller shall transfer to Buyer all transferable warranties, if any, that Seller has relating to the Business Assets.

5.1.7. Deeds for real property conveyed to Buyer.

5.1.8 Such other documents as may be reasonably requested by Buyer.

5.2. Buyer's Deliverables. At Closing, subject to the terms and conditions herein contained, Buyer shall deliver to Seller the following items:

5.2.1. Payment of the Asset Purchase Price, in accordance with the terms of this Agreement.

5.2.2. An executed counterpart of the Bill of Sale.

5.2.3. A written certificate confirming that all representations and warranties of Buyer set forth in this Agreement are true, correct and complete in all material respects as of Closing and that all of Buyer's covenants set forth in this Agreement have been performed or satisfied in all material respects as of Closing, in the form attached hereto as **Exhibit 5.2.3.**

6. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows, and shall survive the closing date and transfer of title:

6.1. Validity. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller, the valid and binding obligation enforceable against Seller, in accordance with their respective terms.

6.2. Compliance with Law. To the best of Seller's knowledge, the Business has been and is being conducted in accordance with all applicable federal, state and/or local laws, rules, regulations, and orders.

6.3. Full Disclosure. No representation, warranty or covenant made by Seller herein, or on any certificate or document furnished or delivered by Seller to Buyer, in connection with this Agreement, contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained herein or therein not misleading.

6.4. Insurance. The Business Assets and the Business are insured in amounts and against risks usually and customarily insured against by persons and entities operating businesses similar to the Business and by insurance carriers licensed to do business in New York.

6.5. Litigation. Except as set forth on **Schedule 6.6**, there are no pending or, to the knowledge of Seller, threatened lawsuits, investigations, judgments, proceedings, or other claims by or against Seller that may adversely affect the ability of Seller to perform the covenants, duties, and obligations hereunder. There are no suits, governmental proceedings, or litigation pending or, to the knowledge of the Seller, threatened against the Seller that might materially affect title to the interest being conveyed hereunder. Seller shall promptly and fully disclose to Buyer any statements of deficiency, negative findings, investigations, enforcement actions, audits, surveys, changes or similar proceedings involving the Business.

6.6. No Legal Obstacle to Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereunder do not and will not result in a breach of, or constitute a default under, any federal, state and/or local law, regulation, rule or order or any contract, lease, mortgage, loan agreement, bond covenant, or other agreement to which Seller is a party.

6.7. No Violation. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions will not violate the terms of any order, judgment, or decree applicable to Seller. As of the Effective Date and as of Closing Date, Seller is not and will not be in default, violation or breach of any term, condition or obligation imposed upon Seller by any agreement to which any of the Business Assets or the Business are subject.

6.8. Organization. Seller operates the Business as a New York corporation and has all requisite power and authority to own, operate, and lease its properties, to carry on its business as now being conducted, to enter into this Agreement, and to carry out the contemplated transactions and this Agreement and the transaction contemplated herein have been approved by Seller's Board of Directors as required by Seller's Certificate of Incorporation and Bylaws, and all required governmental approvals have been secured.

6.9. Equipment and Supplies. Unless otherwise provided herein, all Equipment and Supplies have been paid for in full.

6.10. Taxes. Seller has timely filed all federal, state and local income, real estate, and other tax returns and has paid all federal, state and local taxes (whether or not shown on such returns) such that there are no outstanding taxes due and unpaid as of Closing, which may materially adversely affect the Business Assets, the Business or Seller's ability to perform Seller's covenants, representations, warranties, duties and obligations contained in this Agreement.

6.11. Title to and Condition of Business Assets. Seller has good and marketable title to the Business Assets, free and clear of all title defects, liens, pledges, claims, charges, rights of first refusal, security interests, or other encumbrances. The Fixtures, Equipment and Supplies set forth in **Section 2** herein are in good operating condition (ordinary wear and tear excepted), conform in all material respects with all applicable laws, ordinances and regulations and have not been serviced or used in a manner which would void or limit the coverage of any applicable warranty. Seller shall transfer to Buyer all transferable warranties, if any, that Seller has relating to the Business Assets.

6.12. Material Changes. Seller has disclosed to Buyer all material or significant information and/or changes that have occurred in the Business and Business Assets (including, but not limited to, any pending litigation, actions or threatened actions by any governmental agency that materially alter the desirability or economic potential of the Business) or any physical damage or destruction whether or not covered by insurance, which materially adversely affects the Business Assets.

6.13. Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

6.14. Town of Plattsburgh. The water connection to the Town of Plattsburgh water supply shall be constructed and installed by Seller prior to the closing date. This obligation shall survive transfer of title and the closing date. Seller grants a one year warranty for work performed by seller to install and to construct this water connection; the one year warranty begins after connection to the Town of Plattsburgh water supply. Seller grants a one year warranty for work performed by the seller to install the water connection to the Town of Plattsburgh.

6.15. Seller has good and marketable title to all real property free and clear of all liens and encumbrances. Seller shall transfer to Buyer all real property free and clear of all liens and encumbrances.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

7.1. Validity. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Buyer, the valid and binding obligation enforceable against Buyer, in accordance with their respective terms.

7.2. Consents of Third Party. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly and validly authorized by all required persons and entities and all requisite actions, including without limitation, the Town Board of the Town of Schuyler Falls. No other consents or approvals of parties with whom Buyer has contractual or other relationships or has had such contractual relationships are required or will be required in order to permit the consummation of the transactions contemplated by this Agreement subject to completion of conditions to Buyer's obligations in **Section 12** herein below.

7.3. Litigation. To the best of Buyer's knowledge, there are no pending or, to the knowledge of Buyer, threatened lawsuits, investigations, judgments, proceedings, or other claims by or against Buyer that may adversely affect the ability of Buyer to perform the covenants, duties, and obligations hereunder.

7.4. No Legal Obstacle to Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereunder do not and will not conflict with, or result in a breach of, or constitute a default under, any federal, state and/or local law, regulation or order or any contract, lease, mortgage or other agreement to which Buyer is a party.

8. Covenants of Seller. Seller, from and after the date of this Agreement and through and including the Closing, shall:

8.1. Insurance. Maintain in full force and effect fire and extended insurance coverage on the Business and all of the Business Assets including, but not limited to, the extent of the full insurable value thereof.

8.2. Compliance with Laws. Comply with all governmental laws, rules and regulations applicable to the conduct of the Business and the ownership of the Business Assets.

8.3. Operation of Business. From the Effective Date up to and including the Closing Date, Seller will: (i) conduct the Business only in the ordinary course and in compliance with all statutory and regulatory requirements of any applicable federal, state or local authority; (ii) maintain the value of the Business as a going concern; (iii) preserve intact its business organization and material relationships with third parties (including lessors, licensors, suppliers, distributors and customers) and employees; and (iv) maintain its corporate existence in good standing.

8.4. Equipment and Supplies. Except as provided herein, maintain substantially the same level and value of Equipment and Supplies at the Business as of Closing as Seller has historically maintained at the Business.

8.5. No Assignment of Business Assets or the Business. Not assign, transfer, or permit the assignment or transfer of any of the Business Assets or the Business without the prior written consent of Buyer.

8.6. No Liens. Maintain the Business, the Business Assets free of any and all liens, charges, or encumbrances of any kind or nature, subject to the liabilities existing as of the Effective Date.

8.7. Performance of Obligations. Perform all of Seller's obligations under all agreements binding upon Seller with respect to the Business, Business Assets, and pay all expenses and liabilities with respect to the Business, Business Assets in the ordinary course of its business.

8.8. Cooperation with Buyer. Cooperate with Buyer in all respects in connection with the transition of the Business, including any consents and authorizations of all persons or entities which are required in order to satisfy the conditions to Closing specified below and to consummate the transactions contemplated hereunder including, but not limited to, making all filings with and giving notice to third parties which may be necessary or reasonably required in order to consummate the transactions contemplated by this Agreement.

8.9. No Bankruptcy. Not (i) enter or suffer the entry of any filing or proceeding under the United States Bankruptcy Code or commit or suffer to occur any act of bankruptcy or insolvency; (ii) file or suffer the filing of a proceeding for the appointment of a receiver for Seller, the Business or any of the Business Assets; (iii) make an assignment for the benefit of creditors or otherwise not pay Seller's bills in the

ordinary course; or (iv) file or suffer to be filed any proceeding under any state insolvency law.

8.10. Taxes. All taxes of Seller will be paid for all periods when due and all tax returns or other filings have been completed and filed on a timely basis, or appropriate extensions taken.

8.11. Information. Between the date hereof and the Closing Date, Seller shall use their reasonable efforts to afford to the officers and authorized representatives of Buyer access to the Business and to books and records of the Business, and will use their reasonable best efforts to furnish Buyer such additional financial data and other information relating to the Business as Buyer may from time to time reasonably request. Seller agrees to cooperate reasonably with Buyer in Buyer's efforts (i) to make any required filings and to obtain any governmental approvals necessary in order to consummate the transactions contemplated hereby; (ii) to respond to any governmental investigation of such transactions; and (iii) to defend any legal or administrative proceedings challenging such transactions. Seller will, upon reasonable request, cooperate with Buyer, Buyer's representatives and counsel in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transaction herein contemplated.

8.12. Contracts. Seller agrees to consult with Buyer with respect to entering into, renewing or terminating any contract or lease relating to the Business the Business Assets and Seller shall not enter into, renew or terminate any such contract or lease without the prior written consent of Buyer.

8.13. Notice; Efforts to Remedy. Seller shall promptly give written notice to Buyer upon becoming aware of the impending occurrence of any event which would cause or constitute a breach of any of the representations, warranties or covenants of Seller contained or referred to in this Agreement and shall use its reasonable best efforts to prevent or promptly remedy the same.

8.14. Supplements to Schedules. From time to time prior to the Closing, Seller will promptly supplement or amend the Schedules hereof with respect to any matter or circumstance hereafter arising which, if existing or occurring at the date hereof, would have been required to be set forth or described herein or in the Schedules or which is necessary to correct any information in the Schedules which has been rendered inaccurate thereby; provided, however, that upon delivery of any such supplement or amendment to the Schedules, Buyer shall have the right to terminate this Agreement by notifying Seller of its election to so terminate.

9. Covenants of Buyer.

9.1. Consents. Buyer will use its reasonable best efforts to obtain all permits, approvals, authorizations and consents of all third parties and government agencies necessary or, in the reasonable opinion of Buyer, desirable for the purpose of (i)

consummating the transactions contemplated hereby; or (ii) enabling the Buyer to continue to operate the Business in the ordinary course after the Closing.

9.2. Notice; Efforts to Remedy. Buyer shall promptly give written notice to Seller upon becoming aware of the impending occurrence of any event which would cause or constitute a breach of any of the representations, warranties or covenants of Buyer contained or referred to in this Agreement and shall use its reasonable best efforts to prevent or promptly remedy the same.

10. Conditions to Seller's Obligations. Buyer's obligations to pay the Asset Purchase Price, and to perform other duties and obligations contained in this Agreement, and to participate in Closing are expressly subject to the following conditions:

10.1. Representations, Warranties, and Covenants. Each representation and warranty of Buyer shall be true and correct in all material respects at and as of Closing. Buyer shall have (i) performed each obligation and complied with each covenant required by this Agreement to be performed or complied with, and (ii) executed and delivered each document required to be executed and delivered by Buyer on or prior to Closing, including, without limitation, those documents set forth in **Sections 4 and 5** hereof.

10.2. No Adverse Proceedings. As of Closing, no material suit, action or other proceeding against Buyer shall be pending or, to the knowledge of Buyer, threatened before any court or governmental agency seeking to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the transactions contemplated hereby.

11. Conditions to Buyer's Obligations. Buyer's obligations to pay the Asset Purchase Price, to perform other duties and obligations contained in this Agreement, and to participate in Closing are expressly subject to the following conditions. If all of the conditions to Buyer's obligations as set forth herein are not satisfied or waived by Buyer, this Agreement shall terminate, unless the time of fulfilling such conditions is extended by mutual written agreement of the parties hereto.

11.1. Representations, Warranties, and Covenants. Each representation and warranty of Seller shall be true and correct in all material respects at and as of Closing. Seller shall have (i) performed each obligation and complied with each covenant required by this Agreement to be performed or complied with, and (ii) executed and delivered each document required to be executed and delivered by Seller on or prior to Closing, including, without limitation, those documents set forth in **Sections 4 and 5** hereof.

11.2. No Adverse Proceedings. As of Closing, no material suit, action or other proceeding against Seller shall be pending or, to the knowledge of Seller, threatened before any court of governmental agency seeking to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the transactions contemplated hereby.

11.3. Buyer shall have thirty (30) days from the Effective Date to perform its due diligence as to the Business and the condition of the Business Assets (the “**Due Diligence Period**”). Buyer, its agents, contractors, and employees, shall have the right from time to time, upon reasonable notice to Seller, to conduct and make any and all studies, examinations, inspections, and investigations of, or concerning the Business or the Business Assets. Unless Buyer gives written objection to Seller prior to the expiration of the Due Diligence Period, this contingency shall be deemed satisfied. If Buyer is not satisfied with the condition of the Business or the Business Assets, in Buyer’s sole discretion, then Buyer may elect to terminate this Agreement and send written notice of the Buyer’s election in this regard. If this Agreement is terminated under this subsection, Buyer will be under no obligation to close this Agreement and the Parties will have no obligations or liabilities to the other arising out of this Agreement. Seller will cooperate with Buyer in any reasonable manner in Buyer’s efforts to satisfy the due diligence contingency set forth in this **Section 11.3**.

11.4. Releases of Encumbrances. Seller shall have delivered to Buyer written evidence reasonably satisfactory in form and substance to Buyer of the release, effective as of the Closing, of all liens and encumbrances on the Business Assets.

11.5. Agreement Contingent Upon Financing. This Agreement is contingent upon Buyer creating a legally formed water district and authorization of a bond resolution required for the purchase of the Business Assets contemplated by this Agreement.

11.6. Permits/Licensing. Seller acknowledges that Buyer’s obligations hereunder are contingent upon Buyer’s ability to obtain all necessary permits and/or licenses and certificates to form and operate a water district in the Water Service Area. Buyer agrees to use diligent efforts to obtain such permits and/or licenses. If Buyer does not obtain all necessary permits/licenses and approvals to form, own and operate a new water district in the Water Service Area, then this Agreement shall be terminated and be of no further effect.

11.7. Town of Plattsburgh Connection. Seller acknowledges and agrees that Buyer’s obligations hereunder are contingent upon Seller replacing, at Seller’s sole expense, the existing water supply with a new high-density polyethylene pipe connecting to the existing Town of Plattsburgh 8 inch main on Irish Settlement Road at the Town boundary as more fully described on plans entitled Garrow Water Works Company, Inc. Waterline Extension Project, which is attached hereto and made a part hereof as **Exhibit 11.7**.

12. Indemnification.

12.1. Indemnification of Buyer. Seller hereby indemnifies, defends, and holds Buyer harmless from and against any and all known or unknown claims, demands, liabilities (including, but not limited to, any transferee liabilities imposed by law), obligations, losses, fines, penalties, damages, assessments, judgments, costs, expenses (including, but not limited to, reasonable attorneys’ fees, court costs and other costs and

expenses incurred in investigating, preparing or defending against any litigation, claim, action, suit, proceeding or demand of any kind or character or in enforcing this **Section 12.1**) accruing prior to the Closing Date and directly or indirectly arising from or related to: (i) Seller's ownership or possession of the Business and/or the Business Assets; (ii) Seller's acts and omissions in connection with activities at the Business (whether or not in the ordinary course of business) and operation of the Business up to the Closing Date; (iii) Seller's transfer of the Business Assets under this Agreement; (iv) Seller's breach of or failure to perform any representation, warranty, covenant, duty or obligation made by or assigned to Seller under this Agreement; and/or (v) any material inaccuracy or omission in any certificate, schedule or other instrument furnished by Seller under this Agreement.

12.2. Indemnification of Seller. Buyer hereby indemnifies, defends and holds Seller harmless from and against any and all known or unknown claims, demands, liabilities, obligations, losses, fines, penalties, damages, assessments, judgments, costs, expenses (including, but not limited to, reasonable attorneys' fees, court costs and other costs and expenses incurred in investigating, preparing or defending against any litigation, claim, action, suit, proceeding or demand of any kind or character or in enforcing this **Section 12.2**) accruing from and after the Closing Date and directly or indirectly arising from or related to: (i) Buyer's ownership, operation or possession of the Business and/or the Business Assets; (ii) Buyer's Business activities (whether or not in the ordinary course of business) and operation of the Business after Closing; (iii) Buyer's breach of or failure to perform any representation, warranty, covenant, duty, or obligation made by or assigned to Buyer under this Agreement; and/or (iv) any material inaccuracy or omission in any certificate, schedule or other instrument furnished by Buyer under this Agreement.

13. Default.

13.1 Default by Buyer. In the event Buyer fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by Seller or Buyer as herein expressly provided, Seller shall have the right to terminate this Agreement and be entitled to reimbursement from Buyer for all reasonable attorneys' and accountants' fees and expenses incurred by Seller in connection with this transaction prior to such termination, or seek specific performance as its sole remedies hereunder.

13.2 Default by Seller. In the event that Seller fails to consummate this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as herein expressly provided, Buyer shall have the right to terminate this Agreement and be entitled to reimbursement from Seller for all reasonable attorneys' and accountants' fees and expenses incurred by Buyer in connection with this transaction prior to such termination, or seek specific performance as its sole remedies hereunder.

14. Miscellaneous.

14.1. Amendment. This Agreement may be amended only by a written instrument signed by all the Parties.

14.2. Assignment. No Party may assign this Agreement or any of its rights, or delegate any of its duties, under this Agreement.

14.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal and legal representatives, successors and permitted assigns.

14.4. Confidentiality. The Parties agree to maintain all information and documents exchanged pursuant to this Agreement as strictly confidential; provided, however, that such confidentiality covenant shall not prohibit Buyer or Seller from (i) providing such information to their respective attorneys, advisors or consultants, so long as each such person is informed of the confidentiality covenant, or (ii) disclosing such information to the extent required by any state or federal regulatory agency, or any court order or other legal process, or as necessary in order to enforce any rights or obligations under this Agreement. The parties shall not distribute, publish, or otherwise make available any information to the public with respect to this Agreement or the transactions contemplated hereunder.

14.5. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the matters contained herein, and any representation, inducement, promise, or agreement, whether oral or written, which pertains to such matters and is not embodied herein shall be of no force or effect, except as may otherwise be provided in the documents executed by the Parties at Closing in accordance with the terms hereof. The Parties agree that no prior drafts of this Agreement or of any Exhibit, Schedule, or instrument referred to or contemplated herein may be used to show the intent of the Parties or otherwise.

14.6. Exhibits and Schedules. Exhibits and Schedules referred to in this Agreement are hereby made a part hereof.

14.7. Consistent Treatment. The Parties agree to report the transactions contemplated by this Agreement for federal income tax purposes in a manner consistent with the provisions of this Agreement.

14.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement.

14.9. Future Acts. Each party agrees to execute and deliver such documents and perform such acts that are or may become necessary to effectuate and carry out the purposes of this Agreement.

14.10. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of New York, without reference to its choice of law rules.

14.11. Invalid Provisions. In case any provision of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of the remaining provisions of this Agreement shall in any way be affected thereby.

14.12. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the Supreme Court in Clinton County New York State Court having jurisdiction over the subject matter of the dispute or matter. All Parties hereby irrevocably consent to the exercise of personal jurisdiction and venue by any such Court with respect to any such proceeding.

14.13. No Rescission. Except for proven fraud, each party hereby waives any right to rescission of this Agreement.

14.14. Notices. Any notice or other communication required or permitted pursuant to this Agreement shall be in writing and shall be furnished either by personal delivery or sent by facsimile (with a copy by first-class, United States mail, postage prepaid), overnight mail, or by certified mail, return receipt requested. Any notice sent to Buyer shall be mailed to 997 Mason Street, Morrisonville, New York 12964. Any notice sent to Seller shall be mailed to: 982 Military Turnpike, Plattsburgh, New York 12901. Any such notice or communication shall be deemed received (i) at the time of delivery if sent by personal delivery, (ii) on the date of delivery in the case of overnight mail, and (iii) three business days following the proper mailing thereof with postage prepaid. Notwithstanding the foregoing, if any party refused delivery of any notice hereunder, delivery shall be deemed to have occurred on the date of such refusal.

14.15. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and in no manner shall be construed as a part of this Agreement.

14.16. Signatures. Any signature transmitted by facsimile, e-mail, or other electronic means shall be deemed to be an original signature.

14.17. Survival. All representations, warranties, promises and covenants of the Parties contained in and made pursuant to this Agreement shall survive the execution of this Agreement and the Closing and consummation of the transaction.

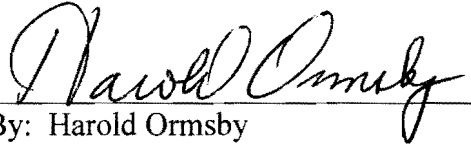
14.18. Terms. Terms, nouns, and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the party may in the context require.

14.19. Waiver of Breach. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the day and year first above written.

BUYER:

TOWN OF SCHUYLER FALLS



By: Harold Ormsby

Title: Supervisor

SELLER:

GARROW WATER-WORKS COMPANY, INC.



By: Larry Garmon

Title: Sec.

the same or any other provision hereof and no waiver shall be effective unless made in writing. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, irrespective of similarity, or shall constitute a continuing waiver unless otherwise expressly provided. Except as otherwise provided herein, no delay or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later.

Exhibit 2.1.1
to
Asset Purchase Agreement

Proposed Macey Lane Water District Map

Exhibit 5.1.2
to
Asset Purchase Agreement

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS THAT, for valuable consideration received from Town of Schuyler Falls ("Buyer"), on _____, 2012, pursuant to a certain Asset Purchase Agreement dated on or about _____ ("Asset Purchase Agreement"), Garrow Water-Works Company, Inc., ("Seller") do hereby grant, bargain, sell, assign, transfer and deliver unto Buyer all of Seller's right, title and interest in and to the Business Assets (as such term is defined in the Asset Purchase Agreement), to have and to hold the Business Assets forever, effective 12:01 a.m. _____.

FURTHER, THAT, Buyer (and Buyer's successors and assigns) agrees that Garrow Water-Works Company, Inc. is the true and lawful owner of the Business Assets and has good right and lawful authority to bargain, transfer, assign, deliver and sell the Business Assets in a manner and form as aforesaid.

FURTHER, THAT, Buyer has been given the opportunity to inspect all the Business Assets and hereby acknowledges that the Business Assets are of satisfactory quality and that Buyer has inspected all the Business Assets to Buyer's satisfaction. Buyer further acknowledges acceptance of all the Business Assets tendered.

FINALLY, THAT, Seller makes no other warranty, express or implied, written or oral, as to the description, quality, merchantability, fitness for a particular purpose, productiveness, or any other matter of or with respect to the Business Assets. The Business Assets covered by this Bill of Sale have been purchased by Buyer "AS IS", and WHERE IS."

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed, this Agreement as of the date first set forth above.

BUYER:
TOWN OF SCHUYLER FALLS

SELLER:
GARROW WATER-WORKS COMPANY,
INC.

By:
Title:

By:
Title:

Exhibit 5.1.4
to
Asset Purchase Agreement
Seller's Closing Certificate

Dated: _____

This Closing Certificate is given in connection with the Asset Purchase Agreement dated on or about _____ ("Asset Purchase Agreement") by and among Town of Schuyler Falls ("Buyer"); and Garrow Water-Works Company, Inc. ("Seller").

The undersigned Seller, do hereby certify that, as of the date hereof, (i) all of the representations and warranties set forth and made by Seller in the Asset Purchase Agreement are true, complete and correct, and (ii) all of the covenants set forth and made by Seller in the Asset Purchase Agreement have been fully performed or satisfied as of the date hereof.

SELLER: Town of Schuyler Falls

By:
Title:

Exhibit 5.2.3
to
Asset Purchase Agreement

Buyer's Closing Certificate

Dated: _____

This Closing Certificate is given in connection with the Asset Purchase Agreement dated on or about _____ ("Asset Purchase Agreement") by and among Town of Schuyler Falls ("Buyer"); and Garrow Water-Works Company, Inc. ("Seller").

The undersigned, Buyer and Seller, do hereby certify that, as of the date hereof, (i) all of the representations and warranties set forth and made by Buyer and Seller in the Asset Purchase Agreement are true, complete and correct, and (ii) all of the covenants set forth and made by Buyer and Seller in the Asset Purchase Agreement have been fully performed or satisfied as of the date hereof.

BUYER: Town of Schuyler Falls

By:

Title:

Exhibit 11.7
to
Asset Purchase Agreement
Waterline Extension Project Plan



**Schedule 2.1.2
to
Asset Purchase Agreement**

Seller's Water Distribution and Supply System Items

- 1] Property: Tax ID# 232.-4-49 : 3.6o Acres located off Macey Lane, Schuyler Falls, NY**
- 2] [3] Drilled water wells**
 - **[2] active wells – including in well pumps**
 - **[1] inactive well**
- 3] Concrete block wall – pump house**
 - **Including:**
 - **1,000 gallon, chlorination contact tank**
 - **[2] 100 gallon pressure tanks**
 - **[2] Booster pumps**
 - **[1] Electric heater to prevent freezing in winter**
 - **All related electrical components inside pump house**
 - **4-inch PVC distribution line to Macey Lane**
- 4] Distribution Main Lines:**
 - **4-inch PVC distribution main lines**
 - **6-inch PVC distribution main lines**
 - **[2] 2-inch blow-off hydrants**
 - **½-inch copper water laterals and individual shut offs at each residence**
 - * **Homeowner owns their lateral from the shut off to the house.**

**Schedule 2.1.6
to
Asset Purchase Agreement**

Supplies

***] Any remaining Liquid Chlorine, in 1 gallon containers, at the time of the purchase.**

**** No other supplies.**

Schedule 2.1.7

**to
Asset Purchase Agreement**

Assumed Contracts

*** NO Contracts**

APPENDIX 2
SHORT EAF
LEAD AGENCY RESOLUTION
NEGATIVE DECLARATION RESOLUTIONS

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Town of Schuyler Falls	2. PROJECT NAME Macey Lane Water District
3. PROJECT LOCATION: Municipality <u>Schuyler Falls</u> County <u>Clinton</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Schuyler Falls/Plattsburgh Town line on Irish Settlement Rd. (CR 32); head west approximately 1,100 feet to intersection with Macey Lane; head North on Macey Lane.	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Town of Schuyler Falls to create water district, and obtain water from nearby Plattsburgh consolidated water district under an agreement. Project includes installation of 8" water main and appurtenances to replace the privately owned Garrow Water Works company currently serving the residents of Macey Lane.	
7. AMOUNT OF LAND AFFECTED: Initially <u><.5</u> acres Ultimately <u><.5</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Residential, single family houses, paved roads, existing utilities.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Clinton County Highway Permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: C. C. H. D. Approval of Plans	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Ronald J. Laberge, P.E.</u> Date: <u>6-4-13</u> Signature: _____	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF.
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN <u>ANY</u> ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:	
D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

<input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.	
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

**TOWN OF SCHUYLER FALLS
TOWN BOARD
SPECIAL MEETING FEBRUARY 11, 2013
RESOLUTION 13-23
RESOLUTION REGARDING LEAD AGENCY FOR
ESTABLISHMENT OF MACEY LANE WATER DISTRICT**

WHEREAS, a petition, pursuant to Article 12 of the Town Law, relating to the establishment of the Macey Lane Water District in the Town of Schuyler Falls, County of Clinton, State of New York, has heretofore been filed in the Town Clerk's Office; and

WHEREAS, a map, plan and report has been prepared and filed in the Town Clerk's Office, relating to the establishment of the Macey Lane Water District, in the Town of Schuyler Falls, County of Clinton, State of New York; and

WHEREAS, such map, plan and report was prepared by Laberge Group, competent engineers, duly licensed by the State of New York, showing the boundaries of the proposed District, general plan of the District, the improvements to be made to the District, and a report showing the costs thereof; and

WHEREAS, said project will require compliance with the provisions of the Environmental Conservation Law of the State of New York and regulations of the Department of Environmental Conservation, Part 617, State Environmental Quality Review Act;

NOW, THEREFORE, IT IS RESOLVED, that the Town Board of the Town of Schuyler Falls be designated as lead agency for the environmental review for the creation of the proposed establishment of the Macey Lane Water District, and it is further,

RESOLVED, that the Town Supervisor be authorized to sign any and all documents associated with the environmental review of the creation of the Macey Lane Water District pursuant to the State Environmental Quality Review Act.

The foregoing was moved by Councilmember Leonard Rock and seconded by Councilmember Barry White.

The adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:


	<u>AYES</u>	<u>NOES</u>
Supervisor Ormsby	X	
Councilperson Barry White	X	
Councilperson Mike Reil	X	
Councilperson Leonard Rock	X	
Councilperson George Seymour	X	

DATED: February 11, 2013

I, **DONNA HAMEL**, Town Clerk of the Town of Schuyler Falls, Clinton County, New York, **DO HEREBY CERTIFY**: that the foregoing resolution was adopted by the Town Board of the Town of Schuyler Falls on February 11, 2013 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY, that each of the members of the Town Board had due notice of the said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Schuyler Falls this 10 day of February, 2013


Donna Hamel, Town Clerk

**TOWN OF SCHUYLER FALLS
TOWN BOARD
SPECIAL MEETING FEBRUARY 2013
RESOLUTION NO 13-24**

**RESOLUTION REGARDING NEGATIVE DECLARATION
ESTABLISHMENT OF MACEY LANE WATER DISTRICT**

WHEREAS, a petition, pursuant to Article 12 of the Town Law, relating to the establishment of the Macey Lane Water District in the Town of Schuyler Falls, County of Clinton, State of New York, has heretofore been filed in the Town Clerk's Office; and

WHEREAS, a map, plan and report have been prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Schuyler Falls, relating to the establishment of Macey Lane Water District, in the Town of Schuyler Falls, County of Clinton, State of New York; and

WHEREAS, such map, plan and report was prepared by Laberge Group, competent engineers, duly licensed by the State of New York, showing the boundaries of the proposed District, general plan of the District, the improvements to be made to the District, and a report showing the costs thereof; and

WHEREAS, said project will require compliance with the provisions of the Environmental Conservation Law of the State of New York and regulations of the Department of Environmental Conservation, Part 617, State Environmental Quality Review Act and the Town of Schuyler Falls has established that the Town Board act as lead agency for the review of plans and environmental impact, if any, of the proposed establishment of Macey Lane Water District.

NOW, THEREFORE, The Town Board of the Town of Schuyler Falls as lead agency has determined that the establishment of the Macey Lane Water District as described in the map, plan and report prepared by Laberge Group is an unlisted action and that establishment of the proposed Macey Lane Water District will not result in any significant adverse environmental impacts, and that the Supervisor of the Town of Schuyler Falls be authorized to execute any documentation with respect to the determination that the establishment of the Macey Lane Water District is an unlisted action and that the

establishment of the Macey Lane Water District will not result in any significant adverse environmental impacts.

The foregoing was moved by Councilmember Mike Reil, and seconded by Councilmember Barry White.

The adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

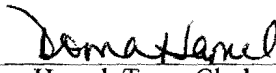
	<u>AYES</u>	<u>NOES</u>
Supervisor Ormsby	X	
Councilperson Barry White	X	
Councilperson Mike Reil	X	
Councilperson Leonard Rock	X	
Councilperson George Seymour	X	

DATED: February 11, 2013

I, **DONNA HAMEL**, Town Clerk of the Town of Schuyler Falls, Clinton County, New York, **DO HEREBY CERTIFY**: that the foregoing resolution was adopted by the Town Board of the Town of Schuyler Falls on February 11, 2013 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY, that each of the members of the Town Board had due notice of the said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Schuyler Falls this 12 day of February, 2013



Donna Hamel, Town Clerk

APPENDIX 3

RESOLUTION CREATING

MACEY LANE WATER DISTRICT

**TOWN OF SCHUYLER FALLS
TOWN BOARD
SPECIAL MEETING FEBRUARY 11, 2013
RESOLUTION #13-25
RESOLUTION AND DETERMINATION
ESTABLISHING MACEY LANE WATER DISTRICT
IN THE TOWN OF SCHUYLER FALLS, COUNTY OF CLINTON,
STATE OF NEW YORK, PURSUANT TO ARTICLE 12 OF THE TOWN LAW
OF THE STATE OF NEW YORK**

WHEREAS, a petition, pursuant to Article 12 of the Town Law, relating to the establishment of the Macey Lane Water District in the Town of Schuyler Falls, County of Clinton, State of New York, has heretofore been filed in the Town Clerk's Office; and

WHEREAS, a map plan and report relating to the establishment of the proposed Macey Lane Water District prepared by Laberge Group, competent engineers, duly licensed by the State of New York, in manner and detail as required by Article 12 of the Town Law, has been filed with the Town Clerk of Schuyler Falls, in accordance with the requirements of the Town Law; and

WHEREAS, an order was adopted by the Town Board of the Town of Schuyler Falls on January 28, 2013, reciting the filing of the map, improvements proposed, the estimated expense thereof, the proposed method of financing, the fact that the map, plan and report are on file in the Town Clerk's Office for public inspection, and all other matters required by law to be stated; and

WHEREAS, the order set February 11, 2013 at 5:30 p.m. at the Schuyler Falls Town Hall, 997 Mason Street, Morrisonville, New York as the date, time and place of the public meeting to consider the map, plan and report, and to hear all persons interested in the subject thereof, and to take such action as required and authorized by law; and

WHEREAS, such order was published and posted as required by law; and

WHEREAS, a hearing on the matter was held by the Town Board on the 11th day of February, 2013, beginning at 5:30 p.m. and the matter being duly discussed and all interested persons having been duly heard; and

WHEREAS, the Town Board did at that time resolve and determine to conclude and close the public hearing and to render a decision at a special meeting of the Town Board to be conducted on the 11th day of February, 2013 at the Schuyler Falls Town Hall.

RESOLVED AND DETERMINED:

- (a) That the petition is signed and acknowledged or proved as required by law and complies with requirements of Town Law Section 191 as to sufficiency of signers and is otherwise sufficient and notice of hearing was published and posted as required by law, and it is otherwise sufficient;
- (b) That all property and property owners within the proposed district are benefited thereby;
- (c) That all the property and property owners benefited are included within the limits of the proposed district;
- (d) That it is in the public interest to establish the Macey Lane Water District;
- (e) That the first year cost of debt repayment and full operation for typical properties within the District is \$1,341.00 consisting of \$1,198.00 for the annual district cost, which comprises the costs associated with annual debt service, operation and maintenance, capital reserves and water purchase, and \$143.00 for water use. Hook- up fees to the resident property line is not included in the estimated maximum cost as the connections already exist; and it is further,

RESOLVED AND DETERMINED, that the establishment of the Macey Lane Water District, as set forth in the map, plan and report, be approved and that the approval of the Comptroller of the State of New York be obtained, and that the requested improvements be constructed, and the necessary easements and lands be acquired upon the required funds being made available and provided for, and such district shall be known and designated as the Macey Lane Water District in the Town of Schuyler Falls, and shall be bounded and described as set forth on Schedule "A" attached hereto; and it is further

RESOLVED AND DETERMINED, that the Town Clerk of the Town of Schuyler Falls shall, within ten (10) days after the adoption of this Resolution, file certified copies thereof, in duplicate in the Office of the State Department of Audit and Control at Albany, New York, and the Department of Environmental Conservation of the State of New York, and the Supervisor of the Town is authorized to undertake any additional acts with said agencies as may be required; and it is further

RESOLVED AND DETERMINED, that the maximum amount to be expended for said improvement and/or acquisition of necessary lands is the sum of Three Hundred Sixty Thousand (\$360,000.00) Dollars; and it is further

RESOLVED AND DETERMINED, all costs of said improvements shall be financed by the issuance of obligations pursuant to the Local Finance Law and that the repayment of those obligations and payment for the full operation for typical properties within the District be done on an ad valorem basis.

NOW, upon the evidence given at the hearing, and upon motion of George Seymour and seconded by Leonard Rock,

The adoption of the foregoing order was duly put to a vote, and upon roll call, the vote was as follows:

	<u>AYES</u>	<u>NOES</u>
Supervisor Ormsby	X	
Councilperson Barry White	X	
Councilperson Mike Reil	X	
Councilperson Leonard Rock	X	
Councilperson George Seymour	X	

Dated: February 11, 2013

SCHEDULE "A"

**PROPOSED
MACEY LANE WATER DISTRICT
BOUNDARY DESCRIPTION**

OCTOBER 2012.

BEGINNING AT A POINT on the westerly boundary of Macey Lane, between the Northerly boundary of tax map 232 block 4 parcel 8.13 on the south and the southerly boundary of tax map 232 block 4 parcel 1. Thence westerly along the Southerly boundary of parcel 1 a distance of 200 feet \pm to a point. Thence Northerly along the westerly boundaries of parcels 1,3,5,7,9,11,13,15,17,19 and 21 a distance of 1,100 \pm feet to a point in the division line between parcel 49 on the North and parcel 15.12 on the South. Thence westerly along the boundary line of parcel 49 on the North and parcels 15.12 and 16 on the South a distance of 400 \pm feet to the Southwest corner of parcel 49. Thence Northerly along the westerly boundary of said parcel 49 a distance of 400 \pm feet to the Northwest corner of said parcel 49. Thence Easterly along the Northerly boundary of said parcel 49 a distance of 400 \pm feet to a point on the westerly boundary of parcel 29. Thence Northerly from said point on the westerly boundary of parcel 29 along the westerly boundaries of parcels 29,31 and 33 a distance of 400 \pm feet to the northwest corner of said parcel 33. Thence Easterly along the Northerly boundary of parcels 33,34,35,36,37 and 38 a distance of 750 \pm feet to the northeast corner of parcel 38. Thence Southerly along the easterly boundary of said parcel 38 a distance of 200 \pm feet to a point along the Northern boundary of said Macey Lane. Thence Easterly along the Northern boundary of said Macey Lane a distance of 162 \pm feet to a point. Said point being the projected intersection of the Northern boundary of said Macey Lane with the Easterly boundary of parcel 39. Thence Southerly through Macey Lane and along the Easterly boundary of parcels 39,41,43 and 45 a distance of 450 \pm feet to the Southeast corner of parcel 45. Thence Westerly along the Southerly boundary of said parcel 45 a distance of 200 \pm feet to the Easterly boundary of said Macey Lane. Thence Southerly along the Easterly boundary of Macey Lane a distance of 43 \pm feet. Thence Westerly along the Southerly boundary of Macey Lane a distance of 27 \pm feet to the Northeast corner of parcel 47. Thence Southerly along the Easterly boundary of said parcel 47 a distance of 200 \pm feet to the Southeast corner of said parcel 47. Thence Westerly along the Southerly boundary of parcels 47 and 48 a distance of 200 \pm feet to the Northeast corner of parcel 20. Thence Southerly along the Easterly boundary of parcels 20,18,16,14,12,10,8,6,4 and 2 a distance of 1,000 \pm feet to the Southeast corner of said parcel 2. Thence Westerly along the Southern boundary of said parcel 2 and through said Macey Lane 250 \pm feet to the point or place of beginning.

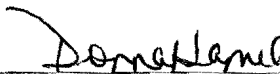
VERIFICATION OF TOWN CLERK

STATE OF NEW YORK)
)SS.
COUNTY OF CLINTON)

I, **DONNA HAMEL**, the undersigned Clerk of the Town of Schuyler Falls, Clinton County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the special meeting of the Town Board of said Town, including the resolution contained therein, held on the 11th day of February, 2013, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12th day of February, 2013.



Donna Hamel, Town Clerk

S E A L: