

WATER SUPPLY AGREEMENT

BETWEEN

TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

AND

ONONDAGA COUNTY WATER AUTHORITY

PATCHETT ROAD WATER DISTRICT

THIS AGREEMENT, made this ____ day of _____, 201_, by and between Onondaga County Water Authority, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at 200 Northern Concourse, Town of Salina, County of Onondaga, New York, hereinafter referred to at times as the "AUTHORITY", with Post Office address at P.O. Box 4949, Syracuse, New York, 13221-4949, and the Town of Lysander, a municipal corporation of the State of New York having its principal office at 8220 Loop Road, Baldwinsville, New York, 13027, hereinafter referred to at times as the "TOWN", acting on behalf of the Patchett Road Water District, said district hereinafter referred to as the "DISTRICT", said AUTHORITY and TOWN being sometimes hereinafter referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the DISTRICT was duly formed pursuant to the provisions of Article 12 of the Town Law of the State of New York, and the DISTRICT now contains certain facilities owned by the AUTHORITY and used in the sale and distribution of water to consumers in the DISTRICT, a map of said facilities is being annexed hereto as Exhibit "A" and made a part hereof showing the location of such facilities (which facilities are hereinafter referred to as the "WATER SYSTEM"), and

WHEREAS, the PARTIES entered into a Construction and Operation Agreement dated

April 25, 1995 whereby the AUTHORITY agreed to construct and operate the WATER SYSTEM within the DISTRICT (hereinafter referred to as the "PREVIOUS AGREEMENT"), and

WHEREAS, the PARTIES hereto desire to extend their relationship by entering into a Water Supply Agreement ("AGREEMENT") pursuant to Section 198, paragraph 8 of the Town Law, whereby the AUTHORITY will continue to supply water to customers in the DISTRICT, and collect revenues from the customers so supplied, and

WHEREAS, the TOWN represents and warrants that it is duly authorized to enter into this AGREEMENT by virtue of a resolution passed by the TOWN Board, a certified copy of which is annexed hereto and made a part hereof as Exhibit "B"; and the AUTHORITY represents and warrants that it is authorized to enter into this AGREEMENT by virtue of a resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "C".

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth, the mutual benefit expected to be derived from the performance thereof, the sum of One Dollar (\$1.00) to each of the PARTIES hereto paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the PARTIES agree as follows:

I. OPERATION AND MAINTENANCE -

1.1 The AUTHORITY SHALL operate, maintain and repair, at its own cost and expense, the WATER SYSTEM of the DISTRICT and sell water and water service to, and collect revenues from the customers of the DISTRICT in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended during the term of this AGREEMENT as is more specifically provided in Article V.

II. REPLACEMENT, ADDITIONS, BETTERMENTS AND IMPROVEMENTS -

2.1 The AUTHORITY may, in its sole discretion and at its own cost and expense, make replacements additions, betterments or improvements to the WATER SYSTEM in the DISTRICT when the AUTHORITY deems such to be economically feasible and necessary. The TOWN agrees that such replacements, additions, betterments or improvements may be installed at such locations as the AUTHORITY may determine and may be connected and interconnected with the distribution systems of the DISTRICT, any extension of the WATER SYSTEM or to water systems outside the DISTRICT, in such manner as the AUTHORITY shall determine. Legal title to such replacements, additions, betterments and improvements installed by the AUTHORITY at its own cost and expense shall be and will remain with the AUTHORITY.

2.2 The TOWN agrees that the AUTHORITY may use the facilities of the DISTRICT and WATER SYSTEM, without imposition of any additional rental or charge therefor other than as stated herein, to serve water to areas located outside of and beyond the limits of the DISTRICT, any extension thereof, or to water districts outside the WATER SYSTEM during the term of this AGREEMENT and subsequent thereto, and that this clause shall survive the termination date of this AGREEMENT. The AUTHORITY agrees that such use by it shall not reduce below accepted standards the supply of water or pressure of water then being furnished by the AUTHORITY to customers within the DISTRICT.

III. SERVICE CONNECTIONS -

3.1 During the term of this AGREEMENT, all service connections shall be made by the AUTHORITY in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended.

IV. HYDRANTS -

4.1 Upon receipt of a certified copy of a resolution of the TOWN requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the WATER SYSTEM, or any extension thereof, the AUTHORITY will place and install the hydrants and hydrant connections as provided in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.2 Legal title to the hydrants and hydrant connections installed by the AUTHORITY at its own initial cost and expense shall be and remain in the AUTHORITY and will be charged for in accordance with the then current rate schedules contained in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.3 Hydrants also may be installed as a part of main extensions made under Main Extension Agreements as provided for in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.4 Hydrants which are now existing or are installed after the date of this AGREEMENT without cost to the AUTHORITY shall be maintained in service by the AUTHORITY at the same charge made for hydrants in use for a period in excess of thirty (30) years in accordance with the Customer Rules as they from time to time may be amended.

4.5 The TOWN agrees that it will pay annually to the AUTHORITY the hydrant maintenance fee as provided for in the Customer Rules of the AUTHORITY as they may from time to time be amended.

V. WATER SUPPLY -

5.1 On and after the effective date of this AGREEMENT, the AUTHORITY will furnish and supply water and water service to all those customers now being served or to be served by the WATER SYSTEM, and to such other persons or corporations who shall apply to the

AUTHORITY; all pursuant to the Customer Rules as they may be from time to time amended during the term of this AGREEMENT except as otherwise provided herein. Customers in the DISTRICT will pay the then applicable scheduled AUTHORITY rate for water as set forth in the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.2 It is expressly understood and agreed that the furnishing of water and water service by the AUTHORITY to the DISTRICT and to the customers of the DISTRICT shall be in accordance with the terms of this AGREEMENT and the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.3 The TOWN agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements within the DISTRICT and levy a tax thereon in sufficient amount in each year during the term of this AGREEMENT so that the sums to be paid hereunder to the AUTHORITY for hydrant maintenance shall be duly provided for and paid within such year as and when due. The tax shall be a lien on the real property within the DISTRICT.

5.4 It is expressly understood and agreed that the AUTHORITY makes no guarantee as to the pressure of water in the pipes or as to the supply of water in the pipes of the WATER SYSTEM, or any extensions thereof, or other districts, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by interrupting water service in case of accident or for alterations, extensions, connections or repairs, or for any other cause whatsoever. It is further agreed that any construction and/or installation of water services commenced on or after the date of this AGREEMENT shall be fully completed in accordance with the plan attached thereto. It is also specifically agreed by the PARTIES that the performance under this AGREEMENT by the AUTHORITY shall not be required or continued when circumstances beyond its control prevent, prohibit or interfere with such performance. Such circumstances include, but shall not be limited to, delays in delivery of

materials, weather conditions, strikes or other labor difficulties, clearing of easements on private roads, public road permits, causes commonly referred to as "Acts of God", acts or omissions attributable to the TOWN and other conditions not reasonably foreseeable.

VI. OBLIGATIONS OF THE TOWN -

6.1 Any water bill which remains unpaid six (6) months after original billing by the AUTHORITY, will be added by the TOWN to the tax bill of the owner of the property in accordance with applicable provisions of Town Law, and upon payment, the TOWN will forward such amount to the AUTHORITY.

VIII. AUTHORIZED AGENT FOR THE TOWN -

8.1 The TOWN hereby designates the AUTHORITY, as its agent, to enter any building or upon any premises where water is used from supply pipes for the purpose of examining such pipes and the manner of installation thereof.

8.2 The TOWN hereby designates the AUTHORITY, as its agent, to act on behalf of the TOWN with respect to any and all Federal and State regulatory matter, including but not limited to, water quality regulations and security regulations, including all test reporting and certifications required by such regulations.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and Seals the day and year first above written.

ONONDAGA COUNTY WATER AUTHORITY

By: _____
Executive Director

TOWN OF LYSANDER

By: _____
Supervisor

Councilor

Councilor

Councilor

Councilor

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 201_, before me, the undersigned personally appeared **Michael E. Hooker** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On this ____ day of _____, 201_, before me the undersigned, personally appeared for the Town of Lysander, _____, Supervisor; _____, Councilor; _____, Councilor; _____, Councilor; and _____, Councilor; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

CERTIFICATE OF ONONDAGA COUNTY WATER AUTHORITY COUNSEL

I, THE UNDERSIGNED, JEFFREY D. BROWN, THE LEGAL COUNSEL OF THE ONONDAGA COUNTY WATER AUTHORITY (OCWA) DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

JEFFREY D. BROWN, ESQ.
COUNSEL TO OCWA

DATE: _____

CERTIFICATE OF TOWN ATTORNEY

I, THE UNDERSIGNED, _____, THE TOWN ATTORNEY OF THE TOWN OF
LYSANDER DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING
AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION
THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES
ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID
AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE
PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND
PROVISIONS THEREOF.

_____, ESQ.
ATTORNEY FOR TOWN OF LYSANDER

DATE: _____

Exhibit A

Exhibit B

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE ONONDAGA COUNTY WATER
AUTHORITY AND THE TOWN OF LYSANDER, NEW YORK**

**RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT**

At a meeting of the Town Board of the Town of Lysander, County of Onondaga, State of New York (hereinafter "TOWN"), held at the Lysander Town Hall, Baldwinsville, New York, on the _____ day of _____ 201_, at _____ p.m.

PRESENT: _____, Supervisor
_____, Councilor
_____, Councilor
_____, Councilor
_____, Councilor

WHEREAS, the Town and the Onondaga County Water Authority (hereinafter "AUTHORITY") desire to enter into an AGREEMENT to continue supplying water to the Patchett Road Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the DISTRICT was duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the proposed AGREEMENT,

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN in the form as is annexed hereto, be and hereby is approved by the TOWN; and

BE IT FURTHER RESOLVED that the TOWN Board of the TOWN hereby executes said AGREEMENT on behalf of the DISTRICT and the TOWN Clerk is hereby authorized to deliver a copy of the executed AGREEMENT to the AUTHORITY; and any other party.

I, the undersigned, TOWN Clerk of the TOWN, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted by the TOWN Board at a regular meeting of the Board, at which a quorum was present, held at TOWN Hall on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Town Clerk

Exhibit C

IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE TOWN
OF _____, NEW YORK

RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT

The AUTHORITY met in regular session in the Town of Salina, County of Onondaga, State of New York on the ____ day of _____, 201_ at _____ p.m.

The meeting was called to order by John V. Bianchini and the following were present, namely:

John V. Bianchini, Chairman
Susan A. Miller, Vice Chairman
Eileen D. Gilligan, Secretary
Kenneth C. Gardiner, Treasurer
Michael J. Luber, Member

WHEREAS, the Town of _____ (hereinafter "TOWN") and the AUTHORITY desire to enter into an AGREEMENT to continue supplying water to the _____ Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the said DISTRICT has been duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the AGREEMENT.

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN, in substantially the same form as is annexed hereto be and hereby is approved by the AUTHORITY;

and

BE IT FURTHER RESOLVED, that the Chairman or the Executive Director of the AUTHORITY be and hereby is authorized to execute said agreement on behalf of the AUTHORITY and to deliver copies of the AGREEMENT to the TOWN, and any other party; and

BE IT FURTHER RESOLVED, that the Chairman, Executive Director, and Attorney be and hereby are authorized to carry out the intention of this resolution.

I, the undersigned, Secretary of the AUTHORITY, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the AUTHORITY, at which a quorum was present, held in the Town of Salina, County of Onondaga and State of New York on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Eileen D. Gilligan, Secretary

WATER SUPPLY AGREEMENT

BETWEEN

TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

AND

ONONDAGA COUNTY WATER AUTHORITY

EMERALD COVE WATER SUPPLY DISTRICT

THIS AGREEMENT, made this ___ day of _____, 201_, by and between Onondaga County Water Authority, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at 200 Northern Concourse, Town of Salina, County of Onondaga, New York, hereinafter referred to at times as the "AUTHORITY", with Post Office address at P.O. Box 4949, Syracuse, New York, 13221-4949, and the Town of Lysander, a municipal corporation of the State of New York having its principal office at 8220 Loop Road, Baldwinsville, New York, 13027, hereinafter referred to at times as the "TOWN", acting on behalf of the Emerald Cove Water Supply District, said district hereinafter referred to as the "DISTRICT", said AUTHORITY and TOWN being sometimes hereinafter referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the DISTRICT was duly formed pursuant to the provisions of Article 12 of the Town Law of the State of New York, and the DISTRICT now contains certain facilities owned by the AUTHORITY and used in the sale and distribution of water to consumers in the DISTRICT, a map of said facilities is being annexed hereto as Exhibit "A" and made a part hereof showing the location of such facilities (which facilities are hereinafter referred to as the "WATER SYSTEM"), and

WHEREAS, the PARTIES entered into a Construction and Operation Agreement dated March 31, 1988 whereby the AUTHORITY agreed to construct and operate the WATER SYSTEM within the DISTRICT (hereinafter referred to as the "PREVIOUS AGREEMENT"), and

WHEREAS, the PARTIES hereto desire to extend their relationship by entering into a Water Supply Agreement ("AGREEMENT") pursuant to Section 198, paragraph 8 of the Town Law, whereby the AUTHORITY will continue to supply water to customers in the DISTRICT, and collect revenues from the customers so supplied, and

WHEREAS, the TOWN represents and warrants that it is duly authorized to enter into this AGREEMENT by virtue of a resolution passed by the TOWN Board, a certified copy of which is annexed hereto and made a part hereof as Exhibit "B"; and the AUTHORITY represents and warrants that it is authorized to enter into this AGREEMENT by virtue of a resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "C".

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth, the mutual benefit expected to be derived from the performance thereof, the sum of One Dollar (\$1.00) to each of the PARTIES hereto paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the PARTIES agree as follows:

I. OPERATION AND MAINTENANCE -

1.1 The AUTHORITY SHALL operate, maintain and repair, at its own cost and expense, the WATER SYSTEM of the DISTRICT and sell water and water service to, and collect revenues from the customers of the DISTRICT in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended during the term of this AGREEMENT as is more specifically provided in Article V.

II. REPLACEMENT, ADDITIONS, BETTERMENTS AND IMPROVEMENTS -

2.1 The AUTHORITY may, in its sole discretion and at its own cost and expense, make replacements additions, betterments or improvements to the WATER SYSTEM in the DISTRICT when the AUTHORITY deems such to be economically feasible and necessary. The TOWN agrees that such replacements, additions, betterments or improvements may be installed at such locations as the AUTHORITY may determine and may be connected and interconnected with the distribution systems of the DISTRICT; any extension of the WATER SYSTEM or to water systems outside the DISTRICT, in such manner as the AUTHORITY shall determine. Legal title to such replacements, additions, betterments and improvements installed by the AUTHORITY at its own cost and expense shall be and will remain with the AUTHORITY.

2.2 The TOWN agrees that the AUTHORITY may use the facilities of the DISTRICT and WATER SYSTEM, without imposition of any additional rental or charge therefor other than as stated herein, to serve water to areas located outside of and beyond the limits of the DISTRICT, any extension thereof, or to water districts outside the WATER SYSTEM during the term of this AGREEMENT and subsequent thereto, and that this clause shall survive the termination date of this AGREEMENT. The AUTHORITY agrees that such use by it shall not reduce below accepted standards the supply of water or pressure of water then being furnished by the AUTHORITY to customers within the DISTRICT.

III. SERVICE CONNECTIONS -

3.1 During the term of this AGREEMENT, all service connections shall be made by the AUTHORITY in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended.

IV. HYDRANTS -

4.1 Upon receipt of a certified copy of a resolution of the TOWN requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the WATER SYSTEM, or any extension thereof, the AUTHORITY will place and install the hydrants and hydrant connections as provided in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.2 Legal title to the hydrants and hydrant connections installed by the AUTHORITY at its own initial cost and expense shall be and remain in the AUTHORITY and will be charged for in accordance with the then current rate schedules contained in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.3 Hydrants also may be installed as a part of main extensions made under Main Extension Agreements as provided for in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.4 Hydrants which are now existing or are installed after the date of this AGREEMENT without cost to the AUTHORITY shall be maintained in service by the AUTHORITY at the same charge made for hydrants in use for a period in excess of thirty (30) years in accordance with the Customer Rules as they from time to time may be amended.

4.5 The TOWN agrees that it will pay annually to the AUTHORITY the hydrant maintenance fee as provided for in the Customer Rules of the AUTHORITY as they may from time to time be amended.

V. WATER SUPPLY -

5.1 On and after the effective date of this AGREEMENT, the AUTHORITY will furnish and supply water and water service to all those customers now being served or to be served by

the WATER SYSTEM, and to such other persons or corporations who shall apply to the AUTHORITY, all pursuant to the Customer Rules as they may be from time to time amended during the term of this AGREEMENT except as otherwise provided herein. Customers in the DISTRICT will pay the then applicable scheduled AUTHORITY rate for water as set forth in the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.2 It is expressly understood and agreed that the furnishing of water and water service by the AUTHORITY to the DISTRICT and to the customers of the DISTRICT shall be in accordance with the terms of this AGREEMENT and the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.3 The TOWN agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements within the DISTRICT and levy a tax thereon in sufficient amount in each year during the term of this AGREEMENT so that the sums to be paid hereunder to the AUTHORITY for hydrant maintenance shall be duly provided for and paid within such year as and when due. The tax shall be a lien on the real property within the DISTRICT.

5.4 It is expressly understood and agreed that the AUTHORITY makes no guarantee as to the pressure of water in the pipes or as to the supply of water in the pipes of the WATER SYSTEM, or any extensions thereof, or other districts, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by interrupting water service in case of accident or for alterations, extensions, connections or repairs, or for any other cause whatsoever. It is further agreed that any construction and/or installation of water services commenced on or after the date of this AGREEMENT shall be fully completed in accordance with the plan attached thereto. It is also specifically agreed by the PARTIES that the performance under this AGREEMENT by the AUTHORITY shall not be required or continued when circumstances beyond its control prevent, prohibit or interfere with such

performance. Such circumstances include, but shall not be limited to, delays in delivery of materials, weather conditions, strikes or other labor difficulties, clearing of easements on private roads, public road permits, causes commonly referred to as "Acts of God", acts or omissions attributable to the TOWN and other conditions not reasonably foreseeable.

VI. OBLIGATIONS OF THE TOWN -

6.1 Any water bill which remains unpaid six (6) months after original billing by the AUTHORITY, will be added by the TOWN to the tax bill of the owner of the property in accordance with applicable provisions of Town Law, and upon payment, the TOWN will forward such amount to the AUTHORITY.

VII. TERMS OF THIS WATER SUPPLY AGREEMENT -

7.1 The term of this AGREEMENT shall be for a period of forty (40) years, commencing the 1st day of the month following the date of execution of this AGREEMENT.

7.2 In the event that this AGREEMENT is not renewed at the end of such term or any renewal thereof, or is terminated for any reason prior to the expiration of said term or any renewal thereof, the TOWN further agrees to reimburse the AUTHORITY for any and all sums paid, or credits made, by the AUTHORITY to the TOWN, if any, pursuant to the terms hereof without interest.

VIII. AUTHORIZED AGENT FOR THE TOWN -

8.1 The TOWN hereby designates the AUTHORITY, as its agent, to enter any building or upon any premises where water is used from supply pipes for the purpose of examining such pipes and the manner of installation thereof.

8.2 The TOWN hereby designates the AUTHORITY, as its agent, to act on behalf of the TOWN with respect to any and all Federal and State regulatory matter, including but not limited to, water quality regulations and security regulations, including all test reporting and certifications required by such regulations.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and Seals the day and year first above written.

ONONDAGA COUNTY WATER AUTHORITY

By: _____
Executive Director

TOWN OF LYSANDER

By: _____
Supervisor

Councilor

Councilor

Councilor

Councilor

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 201_, before me, the undersigned personally appeared **Michael E. Hooker** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On this ____ day of _____, 201_, before me the undersigned, personally appeared for the Town of Lysander, _____, Supervisor;
_____, Councilor; _____,
Councilor; _____, Councilor; and _____,
Councilor; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

CERTIFICATE OF ONONDAGA COUNTY WATER AUTHORITY COUNSEL

I, THE UNDERSIGNED, JEFFREY D. BROWN, THE LEGAL COUNSEL OF THE ONONDAGA COUNTY WATER AUTHORITY (OCWA) DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

JEFFREY D. BROWN, ESQ.
COUNSEL TO OCWA

DATE: _____

CERTIFICATE OF TOWN ATTORNEY

I, THE UNDERSIGNED, _____, THE TOWN ATTORNEY OF THE TOWN OF
LYSANDER DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING
AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION
THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES
ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID
AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE
PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND
PROVISIONS THEREOF.

_____, ESQ.
ATTORNEY FOR TOWN OF LYSANDER

DATE: _____

Exhibit A

Exhibit B

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE ONONDAGA COUNTY WATER
AUTHORITY AND THE TOWN OF LYSANDER, NEW YORK**

**RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT**

At a meeting of the Town Board of the Town of Lysander, County of Onondaga, State of New York (hereinafter "TOWN"), held at the Lysander Town Hall, Baldwinsville, New York, on the _____ day of _____, 201_, at _____ p.m.

PRESENT: _____, Supervisor
_____, Councilor
_____, Councilor
_____, Councilor
_____, Councilor

WHEREAS, the Town and the Onondaga County Water Authority (hereinafter "AUTHORITY") desire to enter into an AGREEMENT to continue supplying water to the Emerald Cove Water Supply District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the DISTRICT was duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the proposed AGREEMENT,

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN in the form as is annexed hereto, be and hereby is approved by the TOWN; and

BE IT FURTHER RESOLVED that the TOWN Board of the TOWN hereby executes said AGREEMENT on behalf of the DISTRICT and the TOWN Clerk is hereby authorized to deliver a copy of the executed AGREEMENT to the AUTHORITY; and any other party.

I, the undersigned, TOWN Clerk of the TOWN, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted by the TOWN Board at a regular meeting of the Board, at which a quorum was present, held at TOWN Hall on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Town Clerk

Exhibit C

IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE TOWN
OF _____, NEW YORK

RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT

The AUTHORITY met in regular session in the Town of Salina, County of Onondaga, State of New York on the _____ day of _____, 201_ at _____ p.m.

The meeting was called to order by John V. Bianchini and the following were present, namely:

John V. Bianchini, Chairman
Susan A. Miller, Vice Chairman
Eileen D. Gilligan, Secretary
Kenneth C. Gardiner, Treasurer
Michael J. Luber, Member

WHEREAS, the Town of _____ LYSANDER (hereinafter "TOWN") and the AUTHORITY desire to enter into an AGREEMENT to continue supplying water to the _____ Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the said DISTRICT has been duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the AGREEMENT.

NOW, THEREFOR

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN, in substantially the same form as is annexed hereto be and hereby is approved by the AUTHORITY;

and

BE IT FURTHER RESOLVED, that the Chairman or the Executive Director of the AUTHORITY be and hereby is authorized to execute said agreement on behalf of the AUTHORITY and to deliver copies of the AGREEMENT to the TOWN, and any other party; and

BE IT FURTHER RESOLVED, that the Chairman, Executive Director, and Attorney be and hereby are authorized to carry out the intention of this resolution.

I, the undersigned, Secretary of the AUTHORITY, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the AUTHORITY, at which a quorum was present, held in the Town of Salina, County of Onondaga and State of New York on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Eileen D. Gilligan, Secretary

WATER SUPPLY AGREEMENT

BETWEEN

TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

AND

ONONDAGA COUNTY WATER AUTHORITY

RED ROCK WATER DISTRICT

THIS AGREEMENT, made this ____ day of _____, 201_, by and between Onondaga County Water Authority, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at 200 Northern Concourse, Town of Salina, County of Onondaga, New York, hereinafter referred to at times as the "AUTHORITY", with Post Office address at P.O. Box 4949, Syracuse, New York, 13221-4949, and the Town of Lysander, a municipal corporation of the State of New York having its principal office at 82200 Loop Road, Baldwinsville, New York, 13027, hereinafter referred to at times as the "TOWN", acting on behalf of the Red Rock Water District, said district hereinafter referred to as the "DISTRICT", said AUTHORITY and TOWN being sometimes hereinafter referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the DISTRICT was duly formed pursuant to the provisions of Article 12 of the Town Law of the State of New York, and the DISTRICT now contains certain facilities owned by the AUTHORITY and used in the sale and distribution of water to consumers in the DISTRICT, a map of said facilities is being annexed hereto as Exhibit "A" and made a part hereof showing the location of such facilities (which facilities are hereinafter referred to as the "WATER SYSTEM"), and

WHEREAS, the PARTIES entered into a Construction and Operation Agreement dated June 29, 1988 whereby the AUTHORITY agreed to construct and operate the WATER SYSTEM within the DISTRICT (hereinafter referred to as the "PREVIOUS AGREEMENT"), and

WHEREAS, the PARTIES hereto desire to extend their relationship by entering into a Water Supply Agreement ("AGREEMENT") pursuant to Section 198, paragraph 8 of the Town Law, whereby the AUTHORITY will continue to supply water to customers in the DISTRICT, and collect revenues from the customers so supplied, and

WHEREAS, the TOWN represents and warrants that it is duly authorized to enter into this AGREEMENT by virtue of a resolution passed by the TOWN Board, a certified copy of which is annexed hereto and made a part hereof as Exhibit "B"; and the AUTHORITY represents and warrants that it is authorized to enter into this AGREEMENT by virtue of a resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "C".

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth, the mutual benefit expected to be derived from the performance thereof, the sum of One Dollar (\$1.00) to each of the PARTIES hereto paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the PARTIES agree as follows:

I. OPERATION AND MAINTENANCE -

1.1 The AUTHORITY SHALL operate, maintain and repair, at its own cost and expense, the WATER SYSTEM of the DISTRICT and sell water and water service to, and collect revenues from the customers of the DISTRICT in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended during the term of this AGREEMENT as is more specifically provided in Article V.

II. REPLACEMENT, ADDITIONS, BETTERMENTS AND IMPROVEMENTS -

2.1 The AUTHORITY may, in its sole discretion and at its own cost and expense, make replacements additions, betterments or improvements to the WATER SYSTEM in the DISTRICT when the AUTHORITY deems such to be economically feasible and necessary. The TOWN agrees that such replacements, additions, betterments or improvements may be installed at such locations as the AUTHORITY may determine and may be connected and interconnected with the distribution systems of the DISTRICT, any extension of the WATER SYSTEM or to water systems outside the DISTRICT, in such manner as the AUTHORITY shall determine. Legal title to such replacements, additions, betterments and improvements installed by the AUTHORITY at its own cost and expense shall be and will remain with the AUTHORITY.

2.2 The TOWN agrees that the AUTHORITY may use the facilities of the DISTRICT and WATER SYSTEM, without imposition of any additional rental or charge therefor other than as stated herein, to serve water to areas located outside of and beyond the limits of the DISTRICT, any extension thereof, or to water districts outside the WATER SYSTEM during the term of this AGREEMENT and subsequent thereto, and that this clause shall survive the termination date of this AGREEMENT. The AUTHORITY agrees that such use by it shall not reduce below accepted standards the supply of water or pressure of water then being furnished by the AUTHORITY to customers within the DISTRICT.

III. SERVICE CONNECTIONS -

3.1 During the term of this AGREEMENT, all service connections shall be made by the AUTHORITY in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended.

IV. HYDRANTS -

4.1 Upon receipt of a certified copy of a resolution of the TOWN requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the WATER SYSTEM, or any extension thereof, the AUTHORITY will place and install the hydrants and hydrant connections as provided in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.2 Legal title to the hydrants and hydrant connections installed by the AUTHORITY at its own initial cost and expense shall be and remain in the AUTHORITY and will be charged for in accordance with the then current rate schedules contained in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.3 Hydrants also may be installed as a part of main extensions made under Main Extension Agreements as provided for in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.4 Hydrants which are now existing or are installed after the date of this AGREEMENT without cost to the AUTHORITY shall be maintained in service by the AUTHORITY at the same charge made for hydrants in use for a period in excess of thirty (30) years in accordance with the Customer Rules as they from time to time may be amended.

4.5 The TOWN agrees that it will pay annually to the AUTHORITY the hydrant maintenance fee as provided for in the Customer Rules of the AUTHORITY as they may from time to time be amended.

V. WATER SUPPLY -

5.1 On and after the effective date of this AGREEMENT, the AUTHORITY will furnish and supply water and water service to all those customers now being served or to be served by

the WATER SYSTEM, and to such other persons or corporations who shall apply to the AUTHORITY, all pursuant to the Customer Rules as they may be from time to time amended during the term of this AGREEMENT except as otherwise provided herein. Customers in the DISTRICT will pay the then applicable scheduled AUTHORITY rate for water as set forth in the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.2 It is expressly understood and agreed that the furnishing of water and water service by the AUTHORITY to the DISTRICT and to the customers of the DISTRICT shall be in accordance with the terms of this AGREEMENT and the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.3 The TOWN agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements within the DISTRICT and levy a tax thereon in sufficient amount in each year during the term of this AGREEMENT so that the sums to be paid hereunder to the AUTHORITY for hydrant maintenance shall be duly provided for and paid within such year as and when due. The tax shall be a lien on the real property within the DISTRICT.

5.4 It is expressly understood and agreed that the AUTHORITY makes no guarantee as to the pressure of water in the pipes or as to the supply of water in the pipes of the WATER SYSTEM, or any extensions thereof, or other districts, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by interrupting water service in case of accident or for alterations, extensions, connections or repairs, or for any other cause whatsoever. It is further agreed that any construction and/or installation of water services commenced on or after the date of this AGREEMENT shall be fully completed in accordance with the plan attached thereto. It is also specifically agreed by the PARTIES that the performance under this AGREEMENT by the AUTHORITY shall not be required or continued when circumstances beyond its control prevent, prohibit or interfere with such

performance. Such circumstances include, but shall not be limited to, delays in delivery of materials, weather conditions, strikes or other labor difficulties, clearing of easements on private roads, public road permits, causes commonly referred to as "Acts of God", acts or omissions attributable to the TOWN and other conditions not reasonably foreseeable.

VI. OBLIGATIONS OF THE TOWN -

6.1 Any water bill which remains unpaid six (6) months after original billing by the AUTHORITY, will be added by the TOWN to the tax bill of the owner of the property in accordance with applicable provisions of Town Law, and upon payment, the TOWN will forward such amount to the AUTHORITY.

VII. TERMS OF THIS WATER SUPPLY AGREEMENT -

7.1 The term of this AGREEMENT shall be for a period of forty (40) years, commencing the 1st day of the month following the date of execution of this AGREEMENT.

7.2 In the event that this AGREEMENT is not renewed at the end of such term or any renewal thereof, or is terminated for any reason prior to the expiration of said term or any renewal thereof, the TOWN further agrees to reimburse the AUTHORITY for any and all sums paid, or credits made, by the AUTHORITY to the TOWN, if any, pursuant to the terms hereof without interest.

VIII. AUTHORIZED AGENT FOR THE TOWN -

8.1 The TOWN hereby designates the AUTHORITY, as its agent, to enter any building or upon any premises where water is used from supply pipes for the purpose of examining such pipes and the manner of installation thereof.

8.2 The TOWN hereby designates the AUTHORITY, as its agent, to act on behalf of the TOWN with respect to any and all Federal and State regulatory matter, including but not limited to, water quality regulations and security regulations, including all test reporting and certifications required by such regulations.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and Seals the day and year first above written.

ONONDAGA COUNTY WATER AUTHORITY

By: _____
Executive Director

TOWN OF LYSANDER

By: _____
Supervisor

Councilor

Councilor

Councilor

Councilor

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 201_, before me, the undersigned personally appeared **Michael E. Hooker** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On this ____ day of _____, 201_, before me the undersigned, personally appeared for the Town of Lysander, _____, Supervisor; _____, Councilor; _____, Councilor; _____, Councilor; and _____, Councilor; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

CERTIFICATE OF ONONDAGA COUNTY WATER AUTHORITY COUNSEL

I, THE UNDERSIGNED, JEFFREY D. BROWN, THE LEGAL COUNSEL OF THE ONONDAGA COUNTY WATER AUTHORITY (OCWA) DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

JEFFREY D. BROWN, ESQ.
COUNSEL TO OCWA

DATE: _____

CERTIFICATE OF TOWN ATTORNEY

I, THE UNDERSIGNED, _____, THE TOWN ATTORNEY OF THE TOWN OF
LYSANDER DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING
AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION
THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES
ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID
AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE
PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND
PROVISIONS THEREOF.

_____, ESQ.
ATTORNEY FOR TOWN OF LYSANDER

DATE: _____

Exhibit A

Exhibit B

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE ONONDAGA COUNTY WATER
AUTHORITY AND THE TOWN OF LYSANDER, NEW YORK**

**RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT**

At a meeting of the Town Board of the Town of Lysander, County of Onondaga, State of New York (hereinafter "TOWN"), held at the Lysander Town Hall, Baldwinsville, New York, on the _____ day of _____ 201_, at _____ p.m.

PRESENT: _____, Supervisor
_____, Councilor
_____, Councilor
_____, Councilor
_____, Councilor

WHEREAS, the Town and the Onondaga County Water Authority (hereinafter "AUTHORITY") desire to enter into an AGREEMENT to continue supplying water to the Red Rock Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the DISTRICT was duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the proposed AGREEMENT,

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN in the form as is annexed hereto, be and hereby is approved by the TOWN; and

BE IT FURTHER RESOLVED that the TOWN Board of the TOWN hereby executes said AGREEMENT on behalf of the DISTRICT and the TOWN Clerk is hereby authorized to deliver a copy of the executed AGREEMENT to the AUTHORITY; and any other party.

I, the undersigned, TOWN Clerk of the TOWN, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted by the TOWN Board at a regular meeting of the Board, at which a quorum was present, held at TOWN Hall on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Town Clerk

Exhibit C

IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE TOWN
OF _____, NEW YORK

RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT

The AUTHORITY met in regular session in the Town of Salina, County of Onondaga, State of New York on the _____ day of _____, 201_ at _____ p.m.

The meeting was called to order by John V. Bianchini and the following were present, namely:

John V. Bianchini, Chairman
Susan A. Miller, Vice Chairman
Eileen D. Gilligan, Secretary
Kenneth C. Gardiner, Treasurer
Michael J. Luber, Member

WHEREAS, the Town of _____ (hereinafter "TOWN") and the AUTHORITY desire to enter into an AGREEMENT to continue supplying water to the _____ Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the said DISTRICT has been duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the AGREEMENT.

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN, in substantially the same form as is annexed hereto be and hereby is approved by the AUTHORITY;

and

BE IT FURTHER RESOLVED, that the Chairman or the Executive Director of the AUTHORITY be and hereby is authorized to execute said agreement on behalf of the AUTHORITY and to deliver copies of the AGREEMENT to the TOWN, and any other party; and

BE IT FURTHER RESOLVED, that the Chairman, Executive Director, and Attorney be and hereby are authorized to carry out the intention of this resolution.

I, the undersigned, Secretary of the AUTHORITY, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the AUTHORITY, at which a quorum was present, held in the Town of Salina, County of Onondaga and State of New York on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201__

Eileen D. Gilligan, Secretary

WATER SUPPLY AGREEMENT

BETWEEN

TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

AND

ONONDAGA COUNTY WATER AUTHORITY

PENDERGAST ROAD WATER SUPPLY DISTRICT

THIS AGREEMENT, made this ___ day of _____, 201_, by and between Onondaga County Water Authority, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at 200 Northern Concourse, Town of Salina, County of Onondaga, New York, hereinafter referred to at times as the "AUTHORITY", with Post Office address at P.O. Box 4949, Syracuse, New York, 13221-4949, and the Town of Lysander, a municipal corporation of the State of New York having its principal office at 8220 Loop Road, Baldwinsville, New York, 13027, hereinafter referred to at times as the "TOWN", acting on behalf of the Pendergast Road Water Supply District, said district hereinafter referred to as the "DISTRICT", said AUTHORITY and TOWN being sometimes hereinafter referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the DISTRICT was duly formed pursuant to the provisions of Article 12 of the Town Law of the State of New York, and the DISTRICT now contains certain facilities owned by the AUTHORITY and used in the sale and distribution of water to consumers in the DISTRICT, a map of said facilities is being annexed hereto as Exhibit "A" and made a part hereof showing the location of such facilities (which facilities are hereinafter referred to as the "WATER SYSTEM"), and

WHEREAS, the PARTIES entered into a Construction and Operation Agreement dated January 19, 1988 whereby the AUTHORITY agreed to construct and operate the WATER SYSTEM within the DISTRICT (hereinafter referred to as the "PREVIOUS AGREEMENT"), and

WHEREAS, the PARTIES hereto desire to extend their relationship by entering into a Water Supply Agreement ("AGREEMENT") pursuant to Section 198, paragraph 8 of the Town Law, whereby the AUTHORITY will continue to supply water to customers in the DISTRICT, and collect revenues from the customers so supplied, and

WHEREAS, the TOWN represents and warrants that it is duly authorized to enter into this AGREEMENT by virtue of a resolution passed by the TOWN Board, a certified copy of which is annexed hereto and made a part hereof as Exhibit "B"; and the AUTHORITY represents and warrants that it is authorized to enter into this AGREEMENT by virtue of a resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "C".

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth, the mutual benefit expected to be derived from the performance thereof, the sum of One Dollar (\$1.00) to each of the PARTIES hereto paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the PARTIES agree as follows:

I. OPERATION AND MAINTENANCE -

1.1 The AUTHORITY SHALL operate, maintain and repair, at its own cost and expense, the WATER SYSTEM of the DISTRICT and sell water and water service to, and collect revenues from the customers of the DISTRICT in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended during the term of this AGREEMENT as is more specifically provided in Article V.

II. REPLACEMENT, ADDITIONS, BETTERMENTS AND IMPROVEMENTS -

2.1 The AUTHORITY may, in its sole discretion and at its own cost and expense, make replacements additions, betterments or improvements to the WATER SYSTEM in the DISTRICT when the AUTHORITY deems such to be economically feasible and necessary. The TOWN agrees that such replacements, additions, betterments or improvements may be installed at such locations as the AUTHORITY may determine and may be connected and interconnected with the distribution systems of the DISTRICT, any extension of the WATER SYSTEM or to water systems outside the DISTRICT, in such manner as the AUTHORITY shall determine. Legal title to such replacements, additions, betterments and improvements installed by the AUTHORITY at its own cost and expense shall be and will remain with the AUTHORITY.

2.2 The TOWN agrees that the AUTHORITY may use the facilities of the DISTRICT and WATER SYSTEM, without imposition of any additional rental or charge therefor other than as stated herein, to serve water to areas located outside of and beyond the limits of the DISTRICT, any extension thereof, or to water districts outside the WATER SYSTEM during the term of this AGREEMENT and subsequent thereto, and that this clause shall survive the termination date of this AGREEMENT. The AUTHORITY agrees that such use by it shall not reduce below accepted standards the supply of water or pressure of water then being furnished by the AUTHORITY to customers within the DISTRICT.

III. SERVICE CONNECTIONS -

3.1 During the term of this AGREEMENT, all service connections shall be made by the AUTHORITY in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended.

IV. HYDRANTS -

4.1 Upon receipt of a certified copy of a resolution of the TOWN requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the WATER SYSTEM, or any extension thereof, the AUTHORITY will place and install the hydrants and hydrant connections as provided in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.2 Legal title to the hydrants and hydrant connections installed by the AUTHORITY at its own initial cost and expense shall be and remain in the AUTHORITY and will be charged for in accordance with the then current rate schedules contained in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.3 Hydrants also may be installed as a part of main extensions made under Main Extension Agreements as provided for in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.4 Hydrants which are now existing or are installed after the date of this AGREEMENT without cost to the AUTHORITY shall be maintained in service by the AUTHORITY at the same charge made for hydrants in use for a period in excess of thirty (30) years in accordance with the Customer Rules as they from time to time may be amended.

4.5 The TOWN agrees that it will pay annually to the AUTHORITY the hydrant maintenance fee as provided for in the Customer Rules of the AUTHORITY as they may from time to time be amended.

V. WATER SUPPLY -

5.1 On and after the effective date of this AGREEMENT, the AUTHORITY will furnish and supply water and water service to all those customers now being served or to be served by

the WATER SYSTEM, and to such other persons or corporations who shall apply to the AUTHORITY, all pursuant to the Customer Rules as they may be from time to time amended during the term of this AGREEMENT except as otherwise provided herein. Customers in the DISTRICT will pay the then applicable scheduled AUTHORITY rate for water as set forth in the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.2 It is expressly understood and agreed that the furnishing of water and water service by the AUTHORITY to the DISTRICT and to the customers of the DISTRICT shall be in accordance with the terms of this AGREEMENT and the Customer Rules of the AUTHORITY as they from time to time may be amended.

5.3 The TOWN agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements within the DISTRICT and levy a tax thereon in sufficient amount in each year during the term of this AGREEMENT so that the sums to be paid hereunder to the AUTHORITY for hydrant maintenance shall be duly provided for and paid within such year as and when due. The tax shall be a lien on the real property within the DISTRICT.

5.4 It is expressly understood and agreed that the AUTHORITY makes no guarantee as to the pressure of water in the pipes or as to the supply of water in the pipes of the WATER SYSTEM, or any extensions thereof, or other districts, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by interrupting water service in case of accident or for alterations, extensions, connections or repairs, or for any other cause whatsoever. It is further agreed that any construction and/or installation of water services commenced on or after the date of this AGREEMENT shall be fully completed in accordance with the plan attached thereto. It is also specifically agreed by the PARTIES that the performance under this AGREEMENT by the AUTHORITY shall not be required or continued when circumstances beyond its control prevent, prohibit or interfere with such

performance. Such circumstances include, but shall not be limited to, delays in delivery of materials, weather conditions, strikes or other labor difficulties, clearing of easements on private roads, public road permits, causes commonly referred to as "Acts of God", acts or omissions attributable to the TOWN and other conditions not reasonably foreseeable.

VI. OBLIGATIONS OF THE TOWN -

6.1 Any water bill which remains unpaid six (6) months after original billing by the AUTHORITY, will be added by the TOWN to the tax bill of the owner of the property in accordance with applicable provisions of Town Law, and upon payment, the TOWN will forward such amount to the AUTHORITY.

VII. TERMS OF THIS WATER SUPPLY AGREEMENT -

7.1 The term of this AGREEMENT shall be for a period of forty (40) years, commencing the 1st day of the month following the date of execution of this AGREEMENT.

7.2 In the event that this AGREEMENT is not renewed at the end of such term or any renewal thereof, or is terminated for any reason prior to the expiration of said term or any renewal thereof, the TOWN further agrees to reimburse the AUTHORITY for any and all sums paid, or credits made, by the AUTHORITY to the TOWN, if any, pursuant to the terms hereof without interest.

VIII. AUTHORIZED AGENT FOR THE TOWN -

8.1 The TOWN hereby designates the AUTHORITY, as its agent, to enter any building or upon any premises where water is used from supply pipes for the purpose of examining such pipes and the manner of installation thereof.

8.2 The TOWN hereby designates the AUTHORITY, as its agent, to act on behalf of the TOWN with respect to any and all Federal and State regulatory matter, including but not limited to, water quality regulations and security regulations, including all test reporting and certifications required by such regulations.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and Seals the day and year first above written.

ONONDAGA COUNTY WATER AUTHORITY

By: _____
Executive Director

TOWN OF LYSANDER

By: _____
Supervisor

Councilor

Councilor

Councilor

Councilor

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 201_, before me, the undersigned personally appeared **Michael E. Hooker** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ONONDAGA)

On this ____ day of _____, 201_, before me the undersigned, personally appeared for the Town of Lysander, _____, Supervisor;
_____, Councilor; _____,
Councilor; _____, Councilor; and _____,
Councilor; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

CERTIFICATE OF ONONDAGA COUNTY WATER AUTHORITY COUNSEL

I, THE UNDERSIGNED, JEFFREY D. BROWN, THE LEGAL COUNSEL OF THE ONONDAGA COUNTY WATER AUTHORITY (OCWA) DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

JEFFREY D. BROWN, ESQ.
COUNSEL TO OCWA

DATE: _____

CERTIFICATE OF TOWN ATTORNEY

I, THE UNDERSIGNED, _____, THE TOWN ATTORNEY OF THE TOWN OF LYSANDER DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

_____, ESQ.
ATTORNEY FOR TOWN OF LYSANDER

DATE: _____

Exhibit A

Exhibit B

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE ONONDAGA COUNTY WATER
AUTHORITY AND THE TOWN OF LYSANDER, NEW YORK**

**RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT**

At a meeting of the Town Board of the Town of Lysander, County of Onondaga, State of New York (hereinafter "TOWN"), held at the Lysander Town Hall, Baldwinsville, New York, on the _____ day of _____ 201_, at _____ p.m.

PRESENT: _____, Supervisor
_____, Councilor
_____, Councilor
_____, Councilor
_____, Councilor

WHEREAS, the Town and the Onondaga County Water Authority (hereinafter "AUTHORITY") desire to enter into an AGREEMENT to continue supplying water to the Pendergast Road Water Supply District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the DISTRICT was duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the proposed AGREEMENT,

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN in the form as is annexed hereto, be and hereby is approved by the TOWN; and

BE IT FURTHER RESOLVED that the TOWN Board of the TOWN hereby executes said AGREEMENT on behalf of the DISTRICT and the TOWN Clerk is hereby authorized to deliver a copy of the executed AGREEMENT to the AUTHORITY; and any other party.

I, the undersigned, TOWN Clerk of the TOWN, hereby certifies that the foregoing is a true and correct copy of a resolution unanimously adopted by the TOWN Board at a regular meeting of the Board, at which a quorum was present, held at TOWN Hall on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201_

Town Clerk

Exhibit C

IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE TOWN
OF _____, NEW YORK

RESOLUTION AUTHORIZING
WATER SUPPLY AGREEMENT

The AUTHORITY met in regular session in the Town of Salina, County of Onondaga, State of New York on the ____ day of _____, 201_ at _____ p.m.

The meeting was called to order by John V. Bianchini and the following were present, namely:

John V. Bianchini, Chairman
Susan A. Miller, Vice Chairman
Eileen D. Gilligan, Secretary
Kenneth C. Gardiner, Treasurer
Michael J. Lubber, Member

WHEREAS, the Town of _____ (hereinafter "TOWN") and the AUTHORITY desire to enter into an AGREEMENT to continue supplying water to the _____ Water District (hereinafter "DISTRICT"); and

WHEREAS, the TOWN represents to the AUTHORITY that the said DISTRICT has been duly established as provided by law; and

WHEREAS, the TOWN represents to the AUTHORITY that the TOWN has the power and the authority to bind itself to the provisions of the AGREEMENT.

NOW, THEREFORE,

BE IT RESOLVED, that the AGREEMENT between the AUTHORITY and the TOWN, in substantially the same form as is annexed hereto be and hereby is approved by the AUTHORITY;

and

BE IT FURTHER RESOLVED, that the Chairman or the Executive Director of the AUTHORITY be and hereby is authorized to execute said agreement on behalf of the AUTHORITY and to deliver copies of the AGREEMENT to the TOWN, and any other party; and

BE IT FURTHER RESOLVED, that the Chairman, Executive Director, and Attorney be and hereby are authorized to carry out the intention of this resolution.

I, the undersigned, Secretary of the AUTHORITY, hereby certifies that the foregoing is a true and correct copy of a resolution, unanimously adopted at a regular meeting of the AUTHORITY, at which a quorum was present, held in the Town of Salina, County of Onondaga and State of New York on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 201_

Eileen D. Gilligan, Secretary

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
(315) 638-4264

Agenda Item "H"

August 17, 2017

Mr. Joseph P. Saraceni, Supervisor
And Town Board Members
Town of Lysander
8220 Loop Road
Baldwinsville, NY 13027

Re: West Genesee Sewer District Extension No. 2

Subj: Fourth Payment

Dear Mr. Saraceni:

The attached application for payment request No. 4 for the West Genesee Sewer District Extension No. 2 project is for materials and work completed prior to August 15, 2017. This payment request includes the remaining work included in the contract.

The total amount of the work completed through this payment request is \$174,104, per the contract specification 5% of this amount is to be withheld as retainage, making the total due to the contractor for Payment Request No. 4 \$37,425.25.

I would recommend that the Board approve Payment Request No. 4 for the West Genesee Sewer District Extension No. 2 Project at the August 17, 2017 meeting. Please feel free to contact me if you have any questions or require any additional information.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

CC: Dina Falcone, Lysander Town Clerk
David Rahrle, Lysander Comptroller
Matt Rodenhiezer, Blue Heron Construction
Dan Hayes, NYSDEC

enclosure

**Town of Lysander
West Genesee Sewer District Extension No.2**

Change Order Number: 1
Date: August 17, 2017
Contractor: Blue Heron Construction, LLC
9289 Bonta Bridge Road
Jordan, NY 13080

AUTHORIZATION IS HEREBY GRANTED FOR THE FOLLOWING CHANGE:

Description of Change Order:

Reduction of bid item number 4, furnish and install 2" ball valve, quantity from 5 to 3, addition of 716' of bid item number 7, 1 1/4" DR-11 HDPE Pressure Sewer & Appurtenances, for a total quantity of 4116'.

Reason for Change Order:

Bid item number 4 quantity was reduced due to ball valves being installed under previous contract at connection points to existing 6" force main. Bid item number 7 was increased by 716' due to inaccurate record drawing of septic systems at existing homes.

Change Order Cost: -\$840.00 (bid item 4 quantity reduction) + \$10,024.00 (bid item 7 quantity increase) = \$9,184

Revised Contract Amount:

Original Contract:	\$164,920.00
Change Order No. 1 :	<u>\$9,184.00</u>
Revised Contract Amount:	\$174,104.00

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all cost relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that is has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

Approvals:

Engineer: _____ Date: _____

Contractor: _____ Date: _____

Owner: _____ Date: _____