

WATER SYSTEM LEASE AGREEMENT
between the
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
and the
TOWN OF MOUNT MORRIS

This Agreement entered into as of September __, 2026, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the “Authority”), having an office at 1997 D’Angelo Drive, Lakeville, New York and the **Town of Mount Morris**, a municipal corporation on its own behalf (the “Town”), having an office at 103 Main Street, Mount Morris, NY 14510.

WHEREAS, the Authority was created by state legislation (See NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

WHEREAS, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

WHEREAS, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements that serve the Town’s Water District within the Town (the "System"). The detailed improvements that comprise the System are set forth in Exhibit “A” which is attached hereto and made a part hereof; and

WHEREAS, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

WHEREAS, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b), which such action is subject to permissive referendum; and

WHEREAS, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

WHEREAS, the Authority has the power to acquire leasehold interest in, and to operate the Town’s System pursuant to NYS Public Authorities Law §1199-DDDD; and

WHEREAS, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System,

under the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Lease of Facilities; Commencement Date.

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby leases to the Authority, subject to the terms and conditions of this Agreement, the entire System, together with any replacements, additions, betterments, and improvements that may hereafter be furnished and installed during the Term of this Agreement and including any interests in real property.
- 1.2 For purposes of this Agreement the "Commencement Date" shall be November 1, 2026, unless a different date is mutually agreed upon in writing by the Town and the Authority.

2. Rights and Obligations of the Authority. The Authority shall have the following rights and obligations with respect to the System as of the Commencement Date:

- 2.1 The Authority shall have the right to use the System for the transmission of water to serve its current and future wholesale and retail customers within the Authority water delivery infrastructure region, including but not limited to the System, without the imposition of any rental or other charges by the Town. The right to serve customers outside the Town of Mount Morris shall be limited such that no potential customer outside the Town shall be served by the System unless the System has adequate capacity, after serving the needs of all existing and reasonably potential customers within the Town.
- 2.2 Subject only to the restriction in section 2.1 above, the Authority shall have the right to provide for the connection of users to the System during the term of the Agreement. All connection and other fees paid by users who are connected to the System shall be paid to and be the property of the Authority, except as otherwise provided herein.
- 2.3 The Authority shall operate, maintain, and repair the System, and any portions or extensions thereof. For purposes of this Agreement, maintenance and repair by the Authority shall be defined as any project costing \$10,000.00 or less. Any project or improvement costing more than \$10,000.00 shall be considered a capital expense and the Town shall be responsible for paying for or to reimbursing the Authority for the full cost of any such capital expenses. Notwithstanding the foregoing, any costs for maintenance and/or repair resulting from the use by the Town of materials or equipment that do not meet the minimum specifications of the Authority

shall be borne solely by the Town, unless such deficiencies could have been discovered by reasonable due diligence exercised by the Authority prior to entering into this Agreement.

2.3.1 Effective January 1, 2032, the Authority shall operate, maintain, repair, and replace the System, and any portions or extensions thereof, at its own cost and expense and in accordance with the Authority's determination of the System's operational, maintenance, repair, replacement, and capital needs, provided that the Town maintains the minimum water reserve/fund balance described in Section 2.4.2.

2.4 Effective November 1, 2026 the Authority shall sell water to the customers of the System at a retail rate not to exceed \$41.00 per unit per quarter and \$5.50 per 1,000 gallons consumed. The Authority shall assign units based on the Authority Service Unit Policy then in effect and amended from time to time by the Authority.

2.4.1 Commencing November 1, 2027 and each year thereafter until December 31, 2031, the Authority may increase the rates established in Section 2.4 by not more than four percent (4%) over the prior year. A rate increase shall be determined by the percentage increase of the unit rate and the percentage increase of the volumetric rate per 1,000 gallons consumed (Example: $\$37 \times 4\% = \38.48 and $\$6.25 \times 4\% = \6.50 per 1,000 consumed).

Notwithstanding the foregoing, if the wholesale water rate charged to the Authority by the Village of Mt. Morris increases by more than four percent (4%), the Authority shall be permitted to increase the rates charged to customers of the System by an amount sufficient to recover the increase in the wholesale water cost, plus an amount not to exceed four percent (4%) over the rates otherwise permitted under this Section.

2.4.2 The Town currently maintains a water reserve/fund balance that may be used toward future capital improvements to the System. In recognition of the availability of these existing reserves, the Authority agrees not to charge a capital charge to Town water customers from the Commencement Date through December 31, 2031. During this period, capital improvements and other capital expenses identified in Section 2.3 may be paid for or reimbursed by the Town from such reserves or other Town funds.

Effective January 1, 2032, the Authority may establish a capital charge for Town water customers to fund future water system improvements, capital expenditures, and related debt obligations. However, if the Town maintains an annual water reserve/fund balance of at least \$25,000 that is available to the Authority for

reimbursement of capital improvements and capital expenses associated with the System, the Authority shall waive such capital charge for Town water customers.

This arrangement is intended to allow the Town to utilize its existing water reserves to address future capital needs while providing Town water customers with an opportunity to avoid an ongoing capital charge so long as the Town's reserves remain sufficient to support those needs.

2.4.3 Commencing January 1, 2032, the rate restrictions established in Section 2.4.1 shall terminate, and the Authority may charge customers of the System within the Town in accordance with the Authority Rate Schedule then in effect, as amended from time to time by the Authority, subject to the provisions of Section 2.4.4.

2.4.4 Notwithstanding the water rates established in Section 2.4, the rate restrictions established in Section 2.4.1, and the capital-charge provisions established in Section 2.4.2, the Authority may, in its sole discretion, change the water source provided to customers of the System from Village of Mt. Morris-sourced water to Hemlock-sourced water when, in the Authority's judgment, such a change is in the best interests of the affected customers.

In making such determination, the Authority may consider the short-term and long-term financial costs and benefits of each available water source, including wholesale water costs, operating costs, capital costs, and other costs associated with the production, purchase, treatment, transmission, and delivery of water, as well as water quality considerations and the Authority's long-term water supply needs. The Authority may determine that a change in water source is appropriate based on financial considerations, water quality considerations, or a combination thereof.

If the Authority determines to provide Hemlock-sourced water to customers of the System, those customers shall thereafter be charged the same water rates and capital charges applicable to all other Authority customers receiving water under the Authority's "Hemlock Supply" water service. Upon such change in water source, the rate limitations and capital-charge restrictions contained in Sections 2.4.1 and 2.4.2 shall no longer apply to those customers. The Authority shall have sole discretion to determine whether and when to change the water source based upon the considerations set forth in this Section.

2.5 Pursuant to §1199-MMMM of the NYS Public Authorities Law and §406 of the NYS Real Property Tax Law (to the extent applicable pursuant to

§89-L of the NYS Public Service Law) , the Authority shall not be required to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or upon the System, since the use of the System is a public use.

- 2.6 The Authority shall have the right, at its own cost and discretion, to install additional facilities within the System as the Authority deems necessary or advisable to better serve its customers. Legal title to any facilities installed to the System by the Authority, shall be and remain in the Authority, unless at the time of expiration or termination of this Agreement, the Town and Authority agree to terms (pursuant to Section 6.3) under which the Town purchases from the Authority the additional facilities which would otherwise be the property of the Authority.
- 2.7 The Authority shall at all times maintain casualty and liability insurance coverage on the System at an appropriate industry standard and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

3. Rights and Obligations of the Town. The Town shall have the following rights and obligations pursuant to this Agreement:

- 3.1 The Town shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the System. The right to serve customers outside the Town of Mount Morris shall be limited such that no potential customer outside the Town shall be served by the System unless the System has adequate capacity, after serving the needs of all existing and reasonably potential customers within the Town.
- 3.2 The Town shall not resell or redistribute water supplied from the Authority or through the System to any other municipality or any water districts or water customers, whether wholesale or retail. Notwithstanding the foregoing, the Town may maintain and operate its existing bulk water dispensing station and may sell water through such station to customers for bulk water use; provided, however, that such sales shall not constitute wholesale resale or redistribution of water to any municipality, water district, or water customer.
- 3.3 The Town shall assign to the Authority the benefit of all construction and/or service warranties that the Town may have from recent projects, except that the Town may retain a joint right to enforce any such warranties.
- 3.4 Town customers will be responsible for expenses related to future capital improvement and repair projects made to the System subject to the provisions of Section 2.3.

- 3.5 The Town shall remain responsible for payment of all existing debt service associated with the System.
- 3.6 The Town agrees that to promptly update customer water meters, the Authority shall replace all existing customer water meters with Neptune water meters the Town currently has in stock. The Town shall provide the Authority with all the Neptune water meters for reinstallation to Town water customers. Once the current meters are removed by the Authority they shall be returned to the Town. The Authority shall not be responsible for the condition of the water meter being removed from customers.
- 3.7 The Town shall be responsible for all expenditures the Water District may have incurred prior to the Commencement Date, including but not limited to the cost of wholesale water purchased for Town Customers. This shall include any invoices for services rendered prior to the Commencement Date but received by the Town following the Commencement Date.
- 3.8 The Town shall have the right, upon reasonable notice and written request, to review all records of the Authority relating to water customers within the Town.
- 3.9 The Town shall assign and transfer a concurrent interest to the Authority for all easements, rights of way and other interests in real property granted to the Town or to hereafter be granted to Town which are necessary for the operation of the System.
- 3.10 The Town shall transfer all other assets and/or personal property of the Town used in the conduct and efficient operation of the System, including but not limited to pumps, motors, equipment tools, supplies and inventory, motor vehicles, fixtures, customer contracts, leasehold interests, maps, drawings and specifications, and permits. Exhibit B contains descriptions of tangible personal property and assets owned by the Town and used in the operation of the System. The property described therein shall be transferred in “as is” condition.
- 3.11 The Town shall assign and/or transfer all customer records and all compliance records of the System, as well as all permits and privileges issued in connection with the System to the extent assignable/transferable.
- 3.12 The Town shall cooperate with the Authority in obtaining the consents of the Livingston County Department of Public Health (the “LCPH”) to transfer the designation of Water Operator in Responsible Charge, from the Town to the Authority, to reflect the Authority as the operator of the water System.

4. Supply of Water

- 4.1 It is understood and agreed that the Authority makes no guarantee as to pressure, quantity or continuity of water service, 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 shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the carelessness, fault or neglect of the Authority, its agents, servants, employees, contractors, sub-contractors, and/or assigns. It is understood by and between the parties that notwithstanding the foregoing, the Authority shall be obligated to perform all water operation and maintenance services anticipated under this Agreement in a commercially prudent and professional manner, in keeping with industry standards and any New York State or Federal rules, regulations or laws associated with operators of public water supply systems.

- 4.2 In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are reasonably necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Authority shall restore service and make water available as soon as it can reasonably do so.
- 4.3 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town and its customers shall be in accordance with and governed in all respects by this Agreement and the Authority's rules and regulations for the sale of water, and any changes, amendments or revisions thereof, as well as any New York State or Federal laws, rules or regulations.

5. Collection of Water Charges

- 5.1 As of the Commencement Date, the Authority shall be responsible for providing water to the former customers of the Town, and such customers shall be considered customers of the Authority from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Authority shall be entitled to collect and keep all fees, charges, assessments and claims related to the former customers of the Town being served by the System, related to water provided on or after the Commencement Date.
- 5.3 The parties agree that the Town shall issue a final water bill to all Town water customers in October 2026 for water services provided prior to the Commencement Date. The parties acknowledge that following the October 2026 billing, there may be certain charges for water delivered to Town Customers prior to the Commencement Date that have not been paid by such customers and that the Town shall be responsible to collect said charges through the Town's right to re-levy against the property taxes of such customers.

6. Term of Agreement

- 6.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 6.2 This Agreement may be terminated by either party providing the other with not less than six (6) months written notice of its intent to terminate.
- 6.3 Upon the expiration of the Term or earlier termination pursuant to Section 6.2 above, unless the parties agree otherwise, the Authority shall return to the Town the System leased to it, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Authority any additional facilities installed during the lease Term by the Authority pursuant to Sections 2.6 herein. The value of such additional facilities shall be determined based on the lesser of the actual cost of such improvements, or the fair market value determined by a panel of three qualified appraisers, one chosen by the Authority, one chosen by the Town and the third to be chosen by the two appraisers engaged by the Authority and Town. If the Town desires to obtain such improvements, the Town shall pay the Authority in full for the determined value of the additional facilities at the termination of the lease Term, unless the Authority and the Town mutually agree to a repayment schedule that permits payment over time.
- 6.4 Notwithstanding the provisions of Section 6.3, the Town shall not have the right to acquire from the Authority any water delivery infrastructure and appurtenant improvements owned by the Authority if such infrastructure and appurtenant improvements are used by the Authority to provide water services to other municipalities and/or customers outside the jurisdictional limits of the Town of Mount Morris, unless adequate provisions are made for continuing service to such municipalities and/or customers consistent with the Authority's contractual obligations. In the event this Agreement has expired or been terminated (pursuant to Section 6.2), and in the event that Town and Authority are not able to agree as to the price for such infrastructure and appurtenant improvements to be acquired by the Town, the Authority agrees to pay to the Town a reasonable fee (as determined by the Authority and the Town) for transmission through the System from such infrastructure and appurtenant improvements.
- 6.5 In the event that this Agreement expires or has been terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, the Authority and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or the entering into of an agreement setting forth the rights for joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its residents and the Authority will be able to use the facilities owned by the Town to meet the Authority's obligations to furnish water services to its customers. Such arrangement will address, as necessary, the rights of the

Town and Authority to use the other's facilities, and the terms for such use. If the parties have failed to reach agreement six months before the date when the System is to be returned to the Town, the Authority and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

- 6.6 Notwithstanding the above provisions, should this Agreement expire or be terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, in no event will the Town have to reimburse or pay the Authority for any infrastructure improvements to the System that have been paid for solely by the water customers within the Town of Mount Morris. If such improvements have not been completely paid for prior to the time of transfer, the Town shall receive a credit towards the purchase price (pursuant to Section 6.3) of an amount equal to the amount paid towards the improvements by the water customers within the Town of Mount Morris, as well as a credit for any remaining debt associated with the improvements that is assumed by the Town.

7. Miscellaneous

- 7.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and regulations of the Authority.
- 7.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 7.3 This agreement may be amended or modified only by a subsequent written document executed by all parties hereto.
- 7.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.5 The Town represents and warrants to the Authority that it has taken all actions necessary or required to be taken by it, including any referendum necessary, and that the Town has full power and authority necessary to execute this agreement and perform in accordance with its terms.
- 7.6 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the System that would impede or affect the leasehold interest of the Authority as created hereunder.
- 7.7 The Town hereby agrees to indemnify and hold the Authority harmless from any and all claims, liabilities, damages, suits, causes of action or

other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arose prior to the Commencement Date.

- 7.8 The Authority hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arises after the Commencement Date and during the Term of this Agreement.
- 7.9 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**LIVINGSTON COUNTY WATER
AND SEWER AUTHORITY**

TOWN OF MOUNT MORRIS

By: _____
Jason Molino, Executive Director

By: _____
David DiSalvo, Supervisor

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF LEASED IMPROVEMENTS

Area A (Segment A) - This segment of the water district includes properties along Route 408 east of the Village.

Area B (Segment B) - Properties served include properties along Rt. 36 (including portions of Begole Road) from the Village/Town line south to Cleveland Rd.

Area C (Segment C) - Includes all or portions of the following: Sand Village Hill, Tallman, Parker and Fiddler Roads, NYS Route 408 (West of the Village) and the top of Murray Street.

MAP PLAN REPORT

Engineering Report For Establishment of Proposed Water District No. 1, Town of Mount Morris, Livingston County, New York, March 1993, Prepared by MRB Group, P.C., Engineering, Architecture, Surveyors, PC

AS-BUILT PLANS

1. Contract Drawings for the American Rock Salt Offsite Water and Sewer Improvements; Contract 2: General, Contract 3: Electrical; Record Drawings: 7/01, MRB Group, Project #: 121045
2. Town of Mt. Morris Begole Road Municipal Water Main Project, Livingston County, NY; 08/27/01, Fraser-Willey & Associates, P.C., Project No.: 00-148
3. Contract Drawings for the Village/Town of Mount Morris Watermain Improvement Project; Record Drawings: October 18, 1994, MRB Group, Project No. 133912

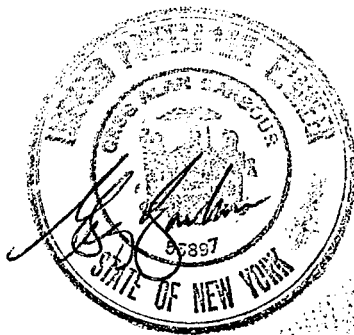
EXHIBIT B

DESCRIPTION OF TANGIBLE PERSONAL PROPERTY AND ASSETS

- Water meter reading equipment: belt clip and ranger



ENGINEER'S REPORT
FOR
ESTABLISHMENT OF PROPOSED WATER DISTRICT NO. 1
TOWN OF MOUNT MORRIS
LIVINGSTON COUNTY, NEW YORK



MARCH 1993

PREPARED BY:
MRB GROUP, P.C.
ENGINEERING, ARCHITECTURE, SURVEYING, P.C.
2480 BROWNCROFT BOULEVARD
ROCHESTER, NEW YORK 14625



ENGINEERING REPORT FOR
PROPOSED WATER DISTRICT NUMBER ONE
TOWN OF MOUNT MORRIS, LIVINGSTON COUNTY, NEW YORK
MARCH 29, 1993

PURPOSE:

The purpose of this report is to provide the supporting documentation for the proposed establishment of Water District Number One in the Town of Mount Morris. Water supply will continue to be provided via an intermunicipal agreement with the Village of Mount Morris.

BACKGROUND:

Three (3) separate geographical areas of the Town of Mount Morris are presently served by public water through extensions of the Village of Mount Morris municipal system. All three areas are contiguous to the Village, with a brief description of each area as follows:

Area A (Segment A) - Route 408, East of the Village of Mount Morris

This segment of the proposed water district includes properties along Route 408 which are presently served by an existing 6" line which was constructed in the late 1980's with State funds to serve the rest area along NYS Route 390.

This area is presently an out-of-Village service area which is not part of a water district, improvement area or permissive service area.

Area B (Segment B) - Route 36, South of the Village of Mount Morris (including portions of Begole Road)

Properties included within this Segment of the proposed water district are presently served by an existing 2" line which reduces to 1" dia. near the southerly end of the line. A permissive service area has been established which allows the Village of Mount Morris to provide water to this area. The existing waterline is in poor condition, however, and no provision exists for Town or Village operation and maintenance of this line.

Area C (Segment C) - Includes all or portions of the following: Sand Hill, Tallman, Parker and Fiddler Roads, NYS Route 408 (West of the Village of Mount Morris), and the top of Murray Street

This Segment of the proposed water district includes areas west of the Village which are presently served by public water. Properties along Sand Hill Road, Murray Street (outside the Village) and NYS Route 408 are served as unapproved, out-of-Village, users at present.

Some of the properties on Fiddler Road, along with those on Parker and Tallman Roads are part of an existing permissive service area.

*Boundary limits for Segments A, B and C are shown on the accompanying map prepared by MRB Group, P.C. dated March, 1993, entitled, "Map of Proposed Water District Number One, Town of Mount Morris, Livingston County, New York."

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PROPOSED WATER DISTRICT NO. 1
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The formation of a water district has been proposed at this time to achieve the following objectives:

- 1) Assimilation of those areas of the Town which are currently served with public water into one legal entity for purposes of operation, maintenance and administration.
- 2) Resolution of regulatory concerns of the New York State Department of Environmental Conservation and the New York State/Livingston County Health Departments. In particular, issues related to total approved taking within the district, water conservation policies, and sampling/monitoring requirements will be resolved.
- 3) Creation of a mechanism by which benefitted Town residents may be charged for necessary capital improvements to the water system (ie. Buck Run crossing).
- 4) Formation of a district represents an important "first step" toward the upgrading of existing distribution facilities and the eventual expansion of the water system into other areas of the Town where water is needed, or where development should be encouraged.
- 5) The Town of Mount Morris (in conjunction with the Village of Mount Morris) is in the process of applying for a Federal H.U.D. Grant in the amount of \$600,000.00. By initiating the process of water district formation, the Town will greatly enhance the grant application package, thereby improving chances of funding under this year's program.

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CONSUMPTION DATA (SEGMENTS A, B, & C)

Segment	# of Existing Water Accounts (Meters)	Current Avg. Daily Water Consumption (GPD)	Est. Avg. Daily Water Consumption in Year 2013 (GPD)
A	11	4,600	6,000
B	29	17,000 (20,000 Approved)	22,000
C	21	11,000	15,000
Total	61	32,600	*45,000

*As part of the district formation process, a figure of 45,000 GPD (future average daily consumption) will be used for permitting purposes through N.Y.S.D.E.C. and in contract negotiations for provision of surplus water from the Village of Mount Morris.

This figure allows for only a modest level of expansion within the proposed water district as dictated by the presence of agricultural districts and the willingness of the Town of Mount Morris to maintain said agricultural districts and the associated right to farm practices. Additionally, it is recognized that the Sand Hill Road area is plagued by low system pressures due to the minimal elevation differential between said residences and the Village of Mount Morris clearwell.

In response to this situation, the Livingston County Health Department and N.Y.S.D.E.C. have suggested that the proposed water district be established to include only those properties on Sand Hill Road which presently are served by public water.

No new connections will be allowed in this area until such time that the hydraulics of the system are improved.

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PROPOSED WATER DISTRICT NO. 1
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PROPOSED PROGRAM AND ESTIMATED COST TO DISTRICT

Based upon meetings which have been held to date, the Town Board has indicated that the desired program would involve the establishment of a part-Town water district (District Number One).

This district would be established to include only those areas currently benefitted by public water.

The initial program would involve the following components:

- A) Formation of the District - including necessary legal, administrative and engineering work.

Engineering	\$ 5,000
Legal	\$ 3,000
Administrative	\$ 2,000
Total	\$10,000

- B) *Buck Run Watermain Replacement - The New York State Department of Transportation is planning on replacing the bridge over Buck Run Creek in 1993. As part of this project, both the Town and Village of Mount Morris have committed funds to subsidize the cost of replacing the existing 2" watermain with an 8" main across the project limits. Since roughly 60% of the improvements fall within the limits of the Township and 40% within the Village, the municipalities have agreed to share the project costs at the ratio of 60% Town and 40% Village.

N.Y.S.D.O.T. Project Cost Estimate	\$66,500.00±
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Additional Engineering, Construction Observation and Health Department Approvals	\$ 2,500.00
Total	\$69,000.00

\$69,000 x .60 (Town Share)	=	\$41,400.00
	ROUNDED	\$42,000.00

*Note - This replacement project is shown on the accompanying plans as prepared by Acres International, Inc. for N.Y.S.D.O.T.

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- C) In addition to the Buck Run improvement, it is anticipated that some additional capital improvement costs will be incurred which are above and beyond the scope of the proposed routine repair and maintenance agreement with the Village of Mount Morris.

An appropriation of \$10,000 has been made to cover such improvements to the distribution system within the proposed district.

Should any major capital improvements be made which are beyond the scope of this allocation, additional costs to the district would be evaluated and proper steps taken by the Town Board to insure that the program remains within acceptable limits of affordability.

PROGRAM COST SUMMARY:

<u>ITEM</u>	<u>COST TO DISTRICT</u>
A) FORMATIVE COSTS TO DISTRICT	\$ 10,000.00
B) BUCK RUN WATERMAIN REPLACEMENT	\$ 42,000.00
C) MISC. CAPITAL IMPROVEMENTS	<u>\$ 10,000.00</u>
TOTAL	<u>\$ 62,000.00</u>

PROPOSED FINANCING METHODS (DEBT SERVICE)

It was determined through meetings with the Town Attorney and the Town Board that a benefits charge would be the most appropriate way to equitably distribute the program costs.

In this case, only those residents who are connected to public water (and thereby benefitted) will be charged.

A total of 61 accounts (meters) currently exist within the proposed district.

If a municipal loan for \$62,000 is amortized over 20 years at 7% interest, debt service payments will be approximately \$5,852.00/year.

$$\begin{array}{rcl} \text{Annual Debt Service Charge Per Meter} & = & \$5,852 \\ & & \text{-----} \\ & & 61 & = & \$96.00 \end{array}$$

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For purposes of this report, the estimated annual debt service charge will be \$100 per meter.

This charge may either be applied to the tax bill in its entirety, or may be applied to the quarterly water bills, ie. \$25.00 per quarter.

ESTIMATED COST OF WATER (INCLUDING OPERATION & MAINTENANCE OF SYSTEM)

Water supply will continue to be via the Village of Mount Morris municipal system.

It has been proposed that the Village establish a water rate which is inclusive of the costs associated with operation and maintenance of Town portions of the water system. The Village would be responsible for reading all meters and billing residents in accordance with the established rate schedule.

Under this scenario, the Town of Mount Morris would not have to establish a Water Department or delegate these duties to existing Town personnel (ie. Highway Department employees).

The preliminary proposal from the Village of Mount Morris would establish the water rates to residents within proposed Town water district number one as follows:

Minimum Quarterly Charge = \$31.25 (this includes the first 3,000 gal.)

Water Rate for Additional Water Consumed Beyond 3,000 gal./quarter =
1.25 x Village Rate.

Current Village Rate = \$2.35/T.G. x 1.25 = \$2.94/T.G.

Assuming that an average household uses 17,000 gal. per quarter, the quarterly water bill would be calculated as follows:

\$31.25 for first 3,000 gal.	\$ 31.25
\$2.94 x 14 (thousand gallons)	\$ 41.16
Estimated Quarterly Commodity Charge (Avg. Household)	\$ 72.41
Estimated Annual Commodity Charge (Avg. Household)	\$290.00

ENGINEERING REPORT FOR
PROPOSED WATER DISTRICT NO. 1
TOWN OF MOUNT MORRIS
MARCH 29, 1993
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TOTAL ESTIMATED ANNUAL COST

The total estimated annual cost or "impact" upon an average household (using 68,000 gal. per year) as the result of the proposed water district creation is as follows:

Estimated Annual Debt Service	=	\$ 100.00
Estimated Annual Water Usage (Including Operation & Maintenance)	=	<u>\$ 290.00</u>
Total Annual Cost	=	\$ 390.00

CONCLUSION:

This proposed program will enable the Town of Mount Morris to establish an initial water district which will serve several important functions. Existing service areas (both permissive and those not officially recognized as permissive) will be consolidated into one legal entity which will provide a mechanism for proper completion and funding of necessary capital improvements, as well as for operation and maintenance of the distribution system.

Creation and administration of a water district pursuant to Article 12A and assessing a benefits charge to only those residents who are connected to public water represents a technique that can equitably distribute the cost of the proposed program.

The projected annual cost appears to be reasonable and well within the parameters of affordability as established by N.Y.S. Department of Audit and Control.

MRB | group

ENGINEERING REPORT FOR
PROPOSED WATER DISTRICT NO. 1
TOWN OF MOUNT MORRIS
MARCH 29, 1993
PAGE EIGHT

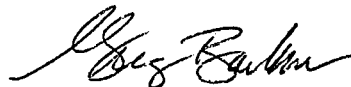
RECOMMENDATION:

The Town Board should initiate the legal proceedings of Article 12A and more specifically initiate a public hearing to secure local input from the residents within the proposed district.

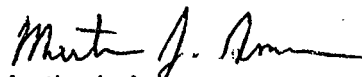
Assuming a positive reaction, the Board should then complete the other required stages of the special district formation process.

It is further recommended that the Town Board include appropriate actions during the district formation process to document its resolve to prohibit new, non-agricultural water hookups within agricultural districts. In addition, similar steps should be taken regarding the prohibition of new hookups on Sand Hill Road.

Respectfully submitted,



Greg A. Barbour, P.E.



Martin J. Aman
MRB GROUP, P.C.

GAB/MJA/maf

Enclosure

Ref. mja012.c93

At a special meeting of the Town Board of the Town of Mt. Morris in the County of Livingston, New York, held at the Town Hall in said Town on March 29, 1993.

PRESENT:

Santo Annalora, Supervisor
Donald Drury, Councilman
Leonard Didas, Councilman
Samuel Dioguardi, Councilman
Craig Shurtleff, Councilman

In the Matter

of the

**ORDER CALLING PUBLIC
HEARING**

Establishment of Water District No.
1 in the Town of Mt. Morris in the
County of Livingston, New York

WHEREAS, previously hereto a map, plan and report have been prepared by the MRB Group, Consulting Engineers for the Town of Mt. Morris, in such detail as has heretofore been determined by the Town Board of Mt. Morris, New York, relating to the establishment of a proposed Water District, to be known and designated as Water District No. 1, Town of Mt. Morris, and

WHEREAS, such map, plan and report have been duly filed in the office of the Town Clerk of the Town of Mt. Morris, New York, and

WHEREAS, the boundaries of the proposed extension of said district are set forth in Schedules A, B and C which are attached hereto and made a part hereof, and

WHEREAS, the improvements proposed consist of the construction, maintenance, extension, repair, regulation of water works, wells, reservoirs or basins for the purpose of supplying the inhabitants of said district with pure and wholesome water, and

WHEREAS, the map shows all outlets and the terminus and course of each main and a general description of all public works required, including lands and easements to be acquired, and

WHEREAS, the written plan filed with the Town Clerk describes the proposed method

of financing the cost of the improvement, which will be payable in the first instance from assessments levied on benefitted real property in the proposed District, and

WHEREAS, the maximum amount proposed to be expended for the improvement and for the acquisition of the necessary lands and easements is sixty-two thousand dollars, (\$62,000) and

NOW, THEREFORE, be it ORDERED, that a meeting of the Town Board of the Town of Mt. Morris will be held at the Town Hall, 103 Main Street, Mt. Morris, New York, on April 15, 1993 at 7:30 p.m. on said day, to consider establishment of said district including the environmental significance thereof and to hear all persons interested in the subject thereof, concerning the same, and for such other and further action of the part of said Town Board, with relation to the premises.

Dated: March 29, 1993

Santo Annalora, Supervisor

Samuel Dioguardi, Councilman

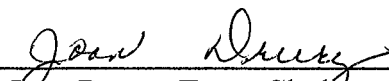
Donald Drury, Councilman

Leonard Didas, Councilman

**STATE OF NEW YORK
COUNTY OF LIVINGSTON**

I, **JOAN DRURY**, Clerk of the Town of Mt. Morris, in the County of Livingston, New York, **DO HEREBY CERTIFY** that I have compared the preceding order with the original thereof filed in my office on March 29, 1993, and that the same is a true and correct copy of said original and of the whole thereof so far as the same relate to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 29th day of March, 1993.



Joan Drury, Town Clerk

**SEAL OF THE
TOWN OF MT. MORRIS**

SCHEDULE A

Description of Segment "A"
of
Proposed Water District Number One
Town of Mount Morris
Livingston County, New York

ALL THAT TRACT OR PARCEL OF LAND, Situate in the Town of Mount Morris, County of Livingston and State of New York, bounded and described as follows:

Commencing at the Point of Intersection of the centerline of NYS Route 408 with the easterly boundary line of the corporate limits of the Village of Mount Morris, and continuing thence from said Point of Beginning:

- 1) Southeasterly along said corporate boundary line to the Point of Intersection of said corporate boundary line with the centerline of an existing tail race; thence
- 2) Easterly along the centerline of said tail race to the Point of Intersection of said tail race with the centerline of the Canaseraga Creek; thence
- 3) Generally northeasterly along the centerline of Canaseraga Creek as it meanders toward NYS Route 408 to the Point of Intersection of said centerline of Canaseraga Creek with the centerline of NYS Route 408; thence
- 4) Continuing northerly along the centerline of Canaseraga Creek to a Point 250 feet north of Route 408; thence
- 5) Southwesterly along a line which is 250' from, and parallel to, the centerline of Route 408 to the Point of Intersection of said line with the easterly corporate boundary line of the Village of Mount Morris; thence
- 6) Southeasterly along said corporate boundary line to the Point and Place of Beginning; intending to describe in its entirety, that parcel of land situate in the Town of Mount Morris, Livingston County, New York, to be known and identified as Segment "A" of Proposed Water District Number One.

ALL AS SHOWN on a map prepared by MRB Group, P.C. dated March, 1993, entitled, "Map of Proposed Water District Number One, Town of Mount Morris, Livingston County, New York."

SCHEDULE B

Description of Segment "B"
of
Proposed Water District Number One
Town of Mount Morris
Livingston County, New York

March 29, 1993

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mount Morris, County of Livingston and State of New York, bounded and described as follows:

BEGINNING at the Point of Intersection of the centerline of NYS Route 36 with the southerly boundary line of the corporate limits of the Village of Mount Morris; thence,

- 1) Westerly along the southerly boundary line of the corporate limits of the Village of Mount Morris to the northwesterly corner of the parcel of land identified as Tax Account No. 115.00-1-31; thence,
- 2) Southerly along the westerly property line of tax parcel #115.00-1-31 to a property corner of said parcel; thence,
- 3) Easterly along the southerly property line of tax parcel #115.00-1-31 to a property corner of said parcel; thence,
- 4) Southerly along the westerly property line of tax parcel #115.00-1-31 to the southwest corner of said parcel; thence,
- 5) Westerly along the northerly property line of a parcel of land identified as Tax Account No. 115.00-1-81.2 to the northwesterly corner of the parcel; thence,
- 6) Southerly along the westerly property lines of parcels of land identified successively as Tax Account Nos. 115.00-1-81.2, 115.00-1-33, 115.00-1-34, and 115.00-1-35 projecting to the centerline of Begole Road; thence,
- 7) Westerly along the centerline of Begole Road 550 feet more or less to a point; thence,
- 8) Southwest along the centerline of Begole Road 960 feet more or less to the point of intersection with a projection of the southerly property line of a parcel of land identified as Tax Account No. 115.00-1-85.11; thence,
- 9) Easterly along the northerly property line of a parcel of land identified as Tax Account No. 115.00-1-52 to the northeasterly corner of the parcel, said point also being the northwesterly corner of a parcel of land identified as Tax Account No. 115.00-1-44; thence,

Schedule B - Proposed Water District No. 1
Town of Mount Morris
March 29, 1993
Page 2

- 10) Southerly along the easterly property line of a parcel of land identified as Tax Account No. 115.00-1-52 to the southwesterly property corner of land identified as Tax Account No. 115.00-1-47; thence,
- 11) Westerly along the property line of a parcel of land identified as Tax Account No. 115.00-1-48 to a property corner of the tax parcel #115.00-1-52; thence,
- 12) Northerly along the easterly property line of tax parcel #115.00-1-48 to the northeasterly property corner of said parcel; thence,
- 13) Westerly along the northerly property line of tax parcel #115.00-1-48 to the northwesterly property corner of the parcel; thence,
- 14) Southerly along the west property line of tax parcels 115.00-1-48 and 115.00-1-86 to the southwesterly property corner of the parcel #115.00-1-86; thence,
- 15) Easterly along the south property line of tax parcel #115.00-1-86 to the southeasterly corner of said parcel; thence,
- 16) Northerly along the westerly line of tax parcel #115.00-1-86 to a property corner of the said parcel; thence,
- 17) Easterly along the property line of the last mentioned parcel to the northwest corner of a parcel of land identified as Tax Account No. 115.00-1-49; thence,
- 18) Southerly along the westerly line of tax parcel #115.00-1-49 to the southwest property corner of said parcel; thence,
- 19) Westerly along the north property line of a parcel of land identified as Tax Account No. 115.00-1-50 to the northwest property corner of said parcel; thence,
- 20) Southerly along the westerly line of tax parcel #115.00-1-50 to the southwest property corner of said parcel; thence,
- 21) Easterly along the southerly line of tax parcel #115.00-1-50 to the northwest property corner of a parcel of land identified as Tax Account No. 115.00-1-51; thence,
- 22) Southerly along the westerly boundary of a parcel of land identified as Tax Account No. 115.00-01-51 to the southwesterly corner of said parcel; thence,
- 23) Southerly, across tax parcel #115.00-1-52 to the northwest corner of tax parcel #115.00-1-53; thence,

- 24) Southerly along the westerly property lines of tax parcels #115.00-1-53 and 115.00-1-84 to the southwesterly property corner of parcel #115.00-1-84; thence,
- 25) Southerly across tax parcel #115.00-1-83 to the northwest corner of tax parcel #115.00-1-61; thence,
- 26) Southerly along the westerly property lines of tax parcels 115.00-1-61 and 115.00-1-62 to a point on the northerly property line of tax parcel #115.00-1-64; thence,
- 27) Westerly along the southerly property line of tax parcel #115.00-1-64 to the northwest corner of said parcel; thence,
- 28) Continuing along the westerly property line of tax parcel #115.00-1-64 to the southwest corner of said parcel; thence,
- 29) Easterly, northerly, and thence easterly again, along the perimeter of tax parcel #115.00-1-64 to a point on the southerly boundary of said parcel, which point is 500 feet more or less west of the centerline of NYS Route 36; thence,
- 30) Southerly, along a line which is parallel to and approximately 500 feet west of the centerline of NYS Route 36, across tax parcel #115.00-1-66.11 to the northwest corner of tax parcel #115.00-1-67.12; thence,
- 31) Southerly along the westerly property line of tax parcel #115.00-1-67.12 to the southwesterly corner of said parcel; thence,
- 32) Southerly across tax parcels #115.00-1-68 and #115.00-1-69.111 along a line which is 500 feet west of, and parallel to, the centerline of NYS Route 36, to a point where said line intersects the centerline of Cleveland Road; thence,
- 33) Easterly along the centerline of Cleveland Road, 500 feet more or less to the point of intersection of said centerline with the centerline of NYS Route 36; thence,
- 34) Northerly along the centerline of NYS Route 36 for a total distance of 920 feet, more or less, to the point of intersection of said centerline with an extension of the southerly property line of tax parcel #115.00-1-67.11; thence,
- 35) Easterly along the southerly property line of tax parcel #115.00-1-67.11 to the southeast corner of said parcel; thence,
- 36) Northerly along the easterly property line of tax parcel of #115.00-1-67.11 to the northeast corner of said parcel; thence,

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- 37) Westerly along the northerly property line of tax parcel #115.00-1-67.11 to the point of intersection of an extension of said northerly line with the centerline of NYS Route 36; thence,
- 38) Northerly along the centerline of NYS Route 36 to the point and place of beginning; intending to describe in its entirety, all that tract or parcel of land situate in the Town of Mount Morris, Livingston County, New York, to be known and identified as Segment "B" of Proposed Water District Number One.

All as shown on a map prepared by MRB Group, P.C., dated March 1993, entitled, "Map of Proposed Water District Number One, Town of Mount Morris, Livingston County, New York."

Amja\pan007.93\cd

SCHEDULE C

Description of Segment "C"
of
Proposed Water District Number One
Town of Mount Morris
Livingston County, New York

March 29, 1993

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mount Morris, County of Livingston and State of New York, bounded and described as follows:

BEGINNING at the Point of Intersection of the centerline of NYS Route 408 with the westerly boundary line of the corporate limits of the Village of Mount Morris; thence,

- 1) Southerly along the westerly boundary line of the corporate limits of the Village of Mount Morris, crossing Murray Street to a point on the south property line of a parcel of land identified as Tax Account No. 115.00-1-13; thence,
- 2) Northwesterly along the south property line of the aforesaid parcel of land to the southwest property corner of the parcel; thence,
- 3) Continuing northwesterly along the south property lines of parcels identified as Tax Account Nos. 115.00-1-12 and 115.00-1-11, to the southwest property corner of tax parcel # 115.00-1-11; thence,
- 4) Northerly along the west property line of tax parcel #115.00-1-11 projected to the centerline of NYS Route 408; thence,
- 5) Westerly along the centerline of NYS Route 408 for a distance of 1,700 feet more or less to a point that falls on the projection of the west property line of a parcel of land identified as Tax Account No. 115.00-1-8; thence,
- 6) Northerly along the west property line of tax parcel #115.00-1-8 to a property corner of said parcel, which corner is also on the southerly property line of tax parcel #105.00-1-6.1; thence
- 7) Easterly along the southerly property lines of parcels of land identified successively as Tax Account Nos. 105.00-1-6.1, 115.00-1-79 and 115.00-1-2 to the southeast property corner of tax parcel #115.00-1-2; thence,
- 8) Northerly along the easterly property line of tax parcel #115.00-1-2 to the point of intersection of an extension of said property line with the centerline of Sandhill Road; thence,
- 9) Westerly along the centerline of Sandhill Road to the point of intersection of said centerline with an extension of the easterly property line of tax parcel #115.00-1-1; thence,

- 10) Southerly along the easterly property line of tax parcel #115.00-1-1 to the southeast property corner of said parcel; thence,
- 11) Westerly along the southerly property line of tax parcel #115.00-1-1 to the southwest property corner of said parcel; thence,
- 12) Southerly along the westerly property line of tax parcel #115.00-1-79 to the point of intersection with a line drawn 250 feet south of (and parallel to) the centerline of Sandhill Road; thence,
- 13) Westerly along a line which is 250 feet south of (and parallel to) Sandhill Road, across tax parcel #105.00-1-6.1 to a point on the easterly property line of tax parcel #105.00-1-6.2; thence,
- 14) Southerly along the easterly property line of tax parcel #105.00-1-6.2 to the southeast property corner of said parcel; thence,
- 15) Westerly along the southerly property line of tax parcel #105.00-1-6.2 to the southwest property corner of said parcel; thence,
- 16) Northerly along the westerly property line of tax parcel #105.00-1-6.2 to the point of intersection of said westerly property line with a line established 250 feet south of (and parallel to) the centerline of Sandhill Road; thence,
- 17) Westerly along a line which is 250 feet south of (and parallel to) the centerline of Sandhill Road, crossing in succession the balance of tax parcel #105.00-1-6.1, Damsite Road and tax parcel #105.00-1-9.1, to the southeast property corner of tax parcel #105.00-1-7; thence,
- 18) Westerly along the southerly property lines of tax parcels numbered 105.00-1-7 and 105.00-1-10 to the southwest property corner of tax parcel #105.00-1-10; thence,
- 19) Northerly along the westerly property line of tax parcel #105.00-1-10 to the point of intersection of an extension of said westerly property line with the centerline of Sandhill Road; thence,
- 20) Easterly along the centerline of Sandhill Road, 720 feet more or less to the point of intersection of the centerlines of Sandhill Road and Damsite Road; thence,
- 21) Continuing easterly along the centerline of Sandhill Road to the point of intersection of said centerline with an extension of the westerly property line of tax parcel #105.00-1.4.2; thence,

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Town of Mount Morris

March 29, 1993

Page 3

- 22) Northerly along the westerly property line of tax parcel #105.00-1-4.2 to the north westerly property corner of said parcel; thence,
- 23) Easterly along the northerly property line of tax parcel #105.00-1-4.2 to the northeasterly property corner of said parcel; thence,
- 24) Southerly along the easterly property line of tax parcel #105.00-1-4.2 to the point of intersection of said easterly property line with the centerline of Sandhill Road; thence,
- 25) Easterly along the centerline of Sandhill Road to the point of intersection of said centerline with an extension of the westerly property line of tax parcel #105.00-1-3; thence,
- 26) Northerly along the westerly property line of tax parcel #105.00-1-3 to the point of intersection of said westerly property line with a line established 250 feet northerly of (and parallel to) the centerline of Sandhill Road; thence,
- 27) Easterly along a line which is 250 feet northerly of (and parallel to) the centerline of Sandhill Road, across tax parcel #105.00-1-3 to a point on the westerly property line of tax parcel #105.00-1-5; thence,
- 28) Northerly along the westerly property line of tax parcel #105.00-1-5 to the northwest corner of said parcel; thence,
- 29) Easterly along the northerly property line of tax parcel #105.00-1-5 to the northeast corner of said parcel; thence,
- 30) Southerly along the easterly property line of tax parcel #105.00-1-5 to the point of intersection of said easterly property line with a line established 250 feet northerly of (and parallel to) the centerline of Sandhill Road; thence,
- 31) Easterly along a line which is 250 feet northerly of (and parallel to) the centerline of Sandhill Road, across tax parcel #105.00-1-3 to a point on the westerly property line of tax parcel #106.00-1-6.1; thence,
- 32) Northerly along the westerly property lines of tax parcels #106.00-1-6.1 and 106.00-1-8, to the northwesterly property corner of tax parcel #106.00-1.8, which corner is also on the southerly property line of tax parcel #106.00-2-4.11; thence,
- 33) Westerly along the southerly property line of tax parcel #106.00-2-4.11 to the southwestly property corner of said parcel; thence,
- 34) Northerly along the westerly property lines of parcels of land identified successively as tax accounts # 106.00-2-4.11 and 106.00-2-7, to the point of intersection of an extension of said westerly property lines with the centerline of Tallman Road; thence,

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Town of Mount Morris
March 29, 1993
Page 4

- 35) Easterly along the centerline of Tallman Road to the point of intersection of said centerline with an extension of the easterly property line of tax parcel #105.00-1-1.1; thence,
- 36) Northerly along the easterly property lines of tax parcels #105.00-1-1.1 and 105.00-1-1.2, to the point of intersection of said easterly line of tax parcel #105.00-1-1.2 with an extension of the northerly property line of tax parcel #106.00-2-2; thence,
- 37) Easterly across lands of Letchworth Park along a line representing an extension of the northerly property line of tax parcel #106.00-2-2, to the northwesterly property corner of tax parcel #106.00-2-2; thence,
- 38) Easterly along the northerly property line of tax parcel #106.00-2-2 to the northeast corner of said parcel; thence,
- 39) Southerly along the easterly property lines of tax parcels #106.00-2-2 and 106.00-2-3, to the point of intersection of said easterly property line of tax parcel #106.00-2-3 with the northerly boundary line of the corporate limits of the Village of Mount Morris; thence,
- 40) Westerly and northwesterly along said municipal corporate boundary line for a total distance of 2,000 feet more or less to the point of intersection of said corporate boundary line with the centerlines of Parker Road and Fiddler Road; thence,
- 41) Southerly along the centerline of Fiddler Road (and along the westerly boundary line of the corporate limits of the Village of Mount Morris), across Sandhill Road to the point of intersection of said westerly corporate boundary line with the centerline of NYS Route 408; which point is also the point and place of beginning; intending to describe in its entirety, all that tract or parcel of land situate in the Town of Mount Morris, Livingston County, New York, to be known and identified as Segment "C" of proposed Water District Number One.

All as shown on a map prepared by MRB Group, P.C., dated March 1993, entitled, "Map of Proposed Water District Number One, Town of Mount Morris, Livingston County, New York."

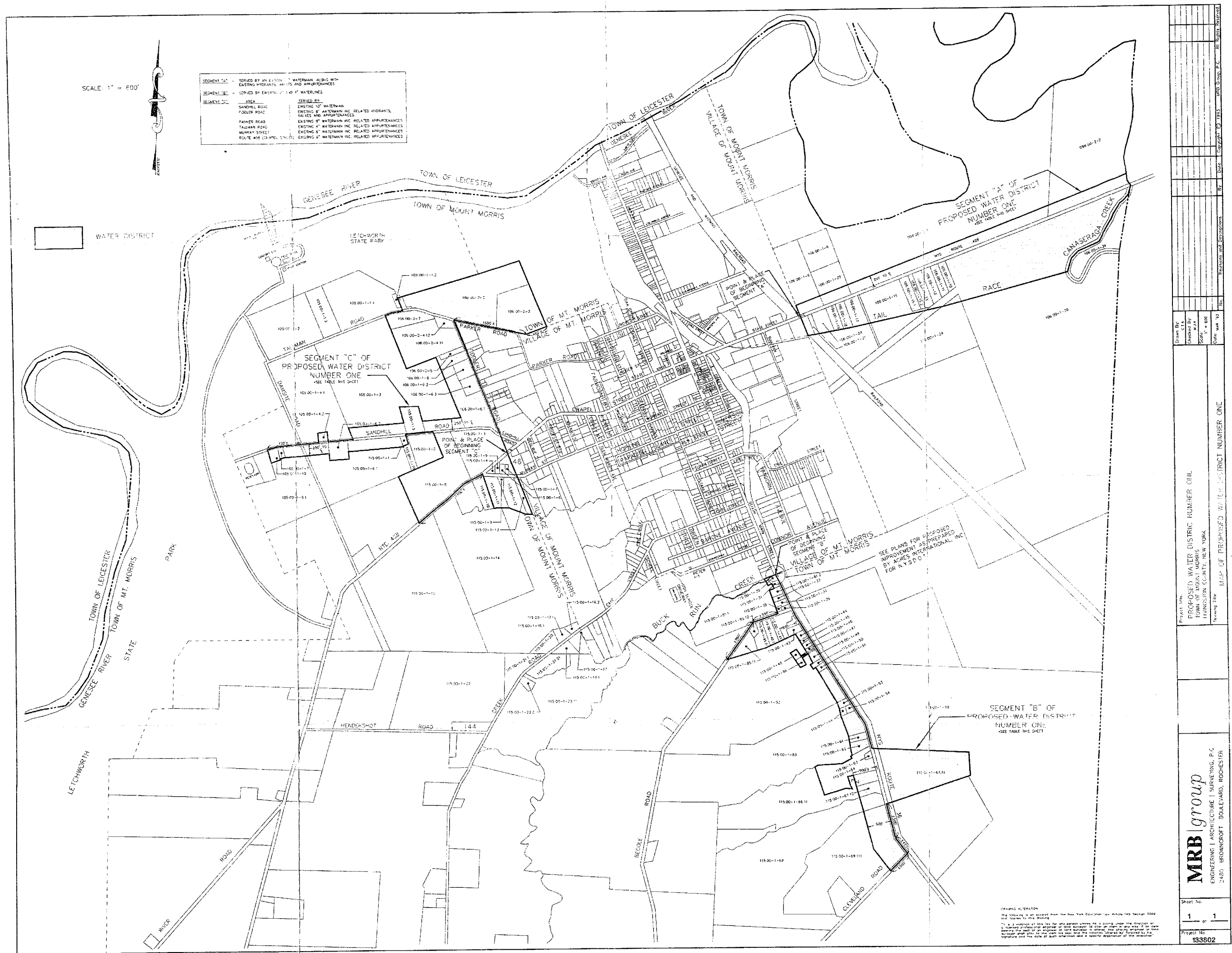
**STATE OF NEW YORK
COUNTY OF LIVINGSTON**

I, **JOAN DRURY**, Clerk of the Town of Mt. Morris, in the County of Livingston, New York, **DO HEREBY CERTIFY** that I have compared the preceding order with the original thereof filed in my office on March 29, 1993, and that the same is a true and correct copy of said original and of the whole thereof so far as the same relate to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 29th day of March, 1993.

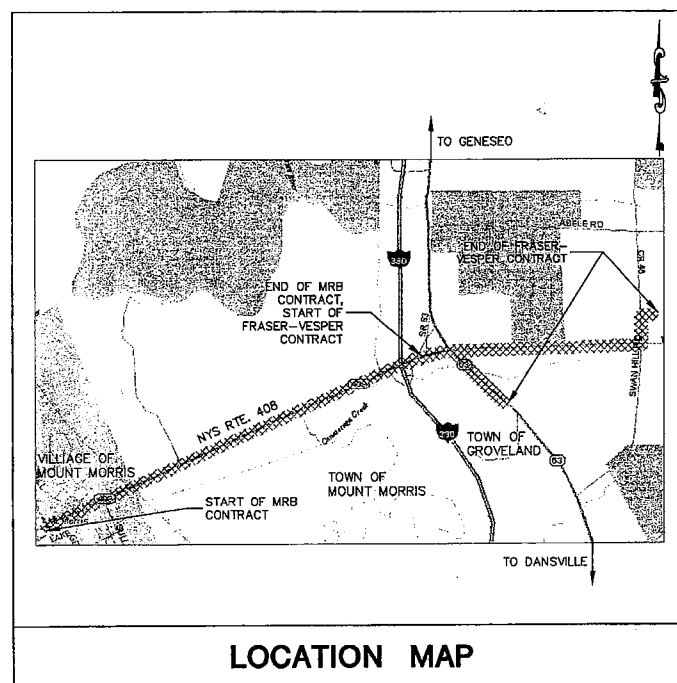
Joan Drury, Town Clerk

**SEAL OF THE
VILLAGE OF MT. MORRIS**



CONTRACT DRAWINGS FOR THE AMERICAN ROCK SALT OFFSITE WATER & SEWER IMPROVEMENTS

CONTRACT 2: GENERAL CONTRACT 3: ELECTRICAL



LOCATION MAP

MRB GROUP, P.C. IS RESPONSIBLE FOR THE DESIGN OF THIS PROJECT. JAMES OBERST IS THE DESIGNER AND IS FAMILIAR WITH NYSDOT STANDARDS AND REQUIREMENTS AND SHALL BE CONTACTED AT 381-9250 TO RESOLVE ISSUES OR PROBLEMS DURING CONSTRUCTION. ALL REVISIONS INCLUDING REVISIONS NECESSARY DUE TO FIELD CONDITIONS, SHALL BE APPROVED BY THE NYSDOT.

MRB DESIGN SHEETS: I-1, G-1 TO G-12, D-1 TO D-6, D-8 TO D-16, E-1, E-2, M-1



STATE MAP

FRASER-VESPER & ASSOCIATES, P.C. IS RESPONSIBLE FOR THE DESIGN OF THIS PROJECT. DAVE ROWLEY IS THE DESIGNER AND IS FAMILIAR WITH NYSDOT STANDARDS AND REQUIREMENTS AND SHALL BE CONTACTED AT 243-0320 TO RESOLVE ISSUES OR PROBLEMS DURING CONSTRUCTION. ALL REVISIONS, INCLUDING REVISIONS NECESSARY DUE TO FIELD CONDITIONS, SHALL BE APPROVED BY THE NYSDOT.

FRASER-VESPER DESIGN SHEETS: I-2, G-13 TO G-22, D-7

LIVINGSTON COUNTY
WATER AND SEWER AUTHORITY
EDA PROJECT NO. 01-49-03-858
TOWN OF GROVELAND/
TOWN OF MT. MORRIS/
VILLAGE OF MT. MORRIS/
LIVINGSTON COUNTY,
NEW YORK
APRIL 2000

DRAWING INDEX:

SHEET	DESCRIPTION	DWG No.
COVER	COVER SHEET	COVER
I-1	INDEX OF DRAWINGS & NOTES	INDEX
I-2	DRAWING INDEX MAP & SYMBOLS	INDEX
G-1	SITE AND SANITARY SEWER PROFILE	1 OF 41
G-2	SITE AND SANITARY SEWER PROFILE	2 OF 41
G-3	SITE AND SANITARY SEWER PROFILE	3 OF 41
G-4	SITE AND SANITARY SEWER PROFILE	4 OF 41
G-5	SITE AND SANITARY SEWER PROFILE	5 OF 41
G-6	SITE AND SANITARY SEWER PROFILE	6 OF 41
G-7	SITE AND SANITARY SEWER PROFILE	7 OF 41
G-8	SITE AND SANITARY SEWER PROFILE	8 OF 41
G-9	SITE AND SANITARY SEWER PROFILE	9 OF 41
G-10	SITE AND SANITARY SEWER PROFILE	10 OF 41
G-11	SITE AND SANITARY SEWER PROFILE	11 OF 41
G-12	SITE AND SANITARY SEWER PROFILE	12 OF 41
G-13	RTE 63 STA 1+00 - 9+00, E. GROVELAND RD STA 0+00 - 2+50	13 OF 41
G-14	RTE 63 STA 9+00 - 24+00	14 OF 41
G-15	GYPSY LANE - STA 7+00-11+00	15 OF 41
G-16	GYPSY LANE - STA 11+00-18+50	16 OF 41
G-17	E. GROVELAND RD STA 3+00 - 30+00	17 OF 41
G-18	E. GROVELAND RD STA 30+00 - 54+40	18 OF 41
G-19	E. GROVELAND RD STA 54+40 - 62+00	19 OF 41
G-20	SANITARY PROFILE STA 0+00 - 15+00	20 OF 41
G-21	SANITARY PROFILE STA 15+00 - 30+00	21 OF 41
G-22	SANITARY PROFILE STA 30+00 - 35+51.5	22 OF 41
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D-3	WATER AND SEWER DETAILS	25 OF 41
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D-9	G & W RAILROAD CROSS SECTIONS	31 OF 41
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M-1	SANITARY SEWER & WATER PUMP STATION MECHANICAL	41 OF 41

MRB group

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PROJECT # 121045

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RECORD DRAWINGS: 7/01

OFFSITE WATER &
SEWER IMPROVEMENTS
RECORD DRAWINGS

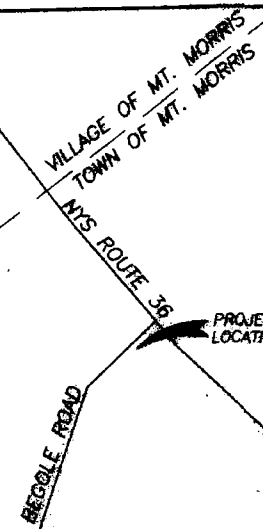
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LIVINGSTON COUNTY, NY



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ISSUE DATE: 08/27/01

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SHEET #	DRAWING
1	COVER SHEET
2	WATER MAIN PLAN STA 0+00 TO 3+00
3	WATER MAIN PLAN STA 3+00 TO STA 7+00
4	DETAILS

PROPOSED	EXISTING	DESCRIPTION
		CONTOURS
		GAS MAIN
		WATER MAIN
		STORM SEWER
		UNDERGROUND UTILITIES - ELECTRIC/TELEPHONE/CABLE TV (FOR SUBMITTANCE)
		UNDERGROUND UTILITIES - ELECTRIC/TELEPHONE/CABLE TV (FOR CONVEYANCE)
		PROPERTY BOUNDARY
		ROAD CENTERLINE
		EASEMENT
		EDGE OF TREES & BRUSH

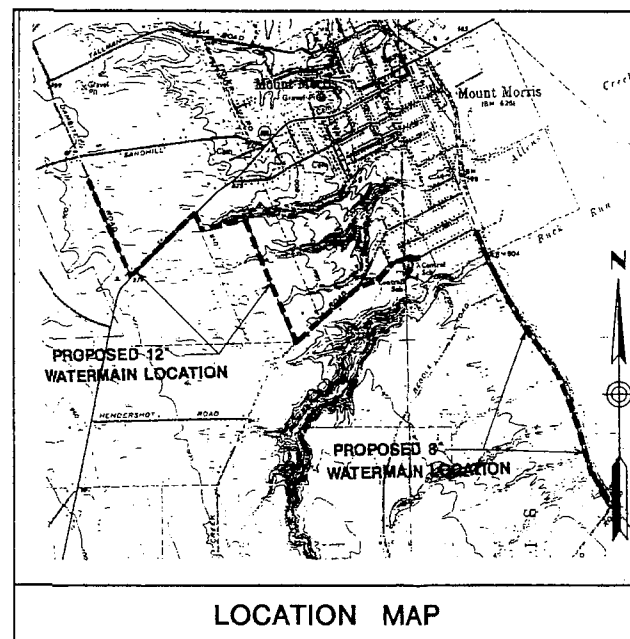
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RECORD DRAWING

CONTRACT DRAWINGS FOR:

VILLAGE/TOWN OF MOUNT MORRIS WATERMAIN IMPROVEMENT PROJECT

**VILLAGE/TOWN OF MOUNT MORRIS
LIVINGSTON COUNTY, NEW YORK**



**PROJECT NO. 133912
DATE: OCTOBER 18, 1994**

