

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

This Agreement is 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 collection systems; and

WHEREAS, the Town currently owns various sewer treatment and collection systems within the jurisdictional limits of the Town, which include sewer collection mains, service laterals and connections, sewer pump stations/grinder pumps, conduits, valves, casings and manholes, that comprise cumulatively as the sewer collection improvements that serve the Town's Sewer 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 wastewater treatment and collection 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 would be 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 wastewater treatment and collection services 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 collection of sewage to serve its current and future wholesale and retail customers within the Authority wastewater collection 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 stated 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 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. The Authority shall operate, maintain, repair and replace the System, and any portions or extensions thereof, at its own cost and expense and at its own discretion.

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 retail wastewater services to customers of the System at a retail rate not to exceed \$120.00 per unit for the first 17,000 gallons per quarter (as determined from the water meter reading) and \$2.25 per 1,000 gallons for each additional 1,000 gallons. The Authority shall assign units based on the Authority Service Unit Policy then in effect and amended from time to time by the Authority in accordance with the Authority Rate Schedule 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: $\$120.00 \times 4\% = \124.80 and $\$2.25 \times 4\% = \2.34 per 1,000 consumed).

Notwithstanding the foregoing, the Authority may, in its discretion, adjust the 17,000-gallon quarterly volume included within the unit rate, the unit rate, the volumetric rate and any combination thereof established in Section 2.4. Any such adjustments shall not collectively exceed four percent (4%) over the prior year for a typical residential customer of 15,000 gallons per quarter.

Notwithstanding the foregoing, if the wholesale sewer treatment 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 sewer 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 and Section 3.1.1. 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 sewer customers to fund future sewer system improvements, capital expenditures, and related debt obligations. However, if the Town maintains an annual sewer 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 sewer 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.

- 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. It is understood and agreed by the Parties that this provision shall not prevent the Authority from making any future capital improvements and/or repairs as provided for in Section 2.3 above.
- 3.1.1 The Town and Authority agree in order to enhance wastewater treatment and collection services, redundancy and resiliency, necessary capital improvements to the System will be required within three (3) years of the commencement of this Agreement. The capital improvements (collectively referred to as “Future System Improvements”) have been identified by the Authority improving the pump station along Rt. 36 with the standard Supervisory Control and Data Acquisition (“SCADA”) system consistent with the Authority’s existing standardized SCADA systems throughout its sewer collection systems. The Future System Improvements will provide networked data communications to effectively manage and control the wastewater collection processes.
- 3.1.2 The Authority has agreed to design, procure, finance, construct and operate the Future System Improvements and related improvements for the benefit of Town customers. The Town shall be responsible for reimbursing the Authority for all costs related to the Future System Improvements. Prior to procuring and constructing the Future System Improvements the Authority shall provide the Town with a summary of the improvements, an Opinion of Cost and estimated timeline for construction and implementation.
- 3.2 The Town shall not accept sewage from any other municipality or private customer through the System or any sewer districts or sewer customers, whether wholesale or retail.
- 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 shall 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 shall have the right, upon reasonable notice and written request, to review all records of the Authority relating to water customers within the Town.
- 3.7 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.
- 3.8 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 is in “as is” condition.
- 3.9 The Town shall assign and/or transfer to the Authority all customer records, all compliance records of the System, and all permits and privileges issued in connection with the System to the extent assignable/transferable.
- 3.10 The Town shall cooperate with the Authority in obtaining the consents of the New York State Department of Environmental Conservation (the “DEC”) with the transaction and the change to notifier for the Sewage Pollution Right to Know Act and NY-Alert System from the Town to the Authority as the operator of the System.

4. Sewerage Collection and Treatment

- 4.1 As of the Commencement Date, the Authority shall be responsible for operation, maintenance, management and any necessary procurement associated with the collection and treatment of sewage for customers served by the System.
- 4.2 It is understood and agreed that the Authority makes no guarantee as to the quantity or continuity of wastewater treatment and collection service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the acceptance of any sewage or wastewater and/or in the supply of any sewage services, whether caused by shutting off such acceptance or service in case of accident or emergency; in the

collection or treatment of sewage, 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 wastewater 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 wastewater treatment and collection systems.

- 4.3 In the event of an emergency or other necessity, the Authority shall have the right to interrupt service for such periods as are reasonably necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall restore service and make wastewater service available as soon as it can reasonably do so.
- 4.3 It is expressly understood and agreed that the furnishing of wastewater services 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 sewer use rules and regulations for wastewater treatment and collection, and any changes, amendments or revisions thereof, as well as any New York State or Federal laws, rules or regulations.

5. Collection of Sewer Charges

- 5.1 As of the Commencement Date, the Authority shall be responsible for providing wastewater services 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 wastewater treatment and/or collection infrastructure and appurtenant improvements owned by the Authority, if such infrastructure and appurtenant improvements are used by the Authority to provide wastewater 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 wastewater treatment and collection system and provide wastewater 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 wastewater services to its customers. Such arrangements 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 wastewater 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 wastewater 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 wastewater services and the performance of services by the Authority to the Town shall be in accordance with and governed in all 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 and accrued 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 and accrues 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**

By: _____
Jason Molino, Executive Director

Date: _____

TOWN OF MOUNT MORRIS

By: _____
David DiSalvo, Supervisor

Date: _____

EXHIBIT A

DESCRIPTION OF LEASED IMPROVEMENTS

Boundaries and Improvement of Sewer District No. 1 are described in the following documents:

- Preliminary Engineering Report, Project: Town of Mount Morris Sanitary Sewer District 1 Formation, NYS Route 408 & NYS Route 36, Livingston County. Prepared November 30, 2000, Revised February 14, 2001. Job No. 2000.002. Prepared by: Fraser-Willey & Associates, P.C., Engineering, Architecture, and Land Surveying.

AS-BUILT PLANS

- Contract Drawings for Sewer District No. 1, Sanitary Sewer and Pump Station for the Town of Mount Morris, New York; April 23 2023, Chatfield Engineers, Project No. 02-528.

EXHIBIT B

DESCRIPTION OF TANGIBLE PERSONAL PROPERTY AND ASSETS

- One motor for Gorman Rupp pump station

PRELIMINARY ENGINEERING REPORT

Project:

**TOWN OF MOUNT MORRIS
SANITARY SEWER DISTRICT 1 FORMATION
NYS Route 408 & NYS Route 36, Livingston County**

Client:

Town of Mount Morris
James Olverd, Supervisor
103 Main Street
Mount Morris, NY, 14510

Prepared:

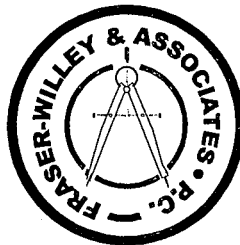
November 30, 2000

Revised:

February 14, 2001

Job No. 2000.002

Prepared By:



FRASER-WILLEY & ASSOCIATES, P.C.

Engineering, Architecture, Land Surveying

102 Court Street

Geneseo, New York 14454

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<i>Exhibit 1</i>	DOH Sewage Complaint Records
<i>Exhibit 2</i>	Soils Map & Description Sheets
<i>Exhibit 3</i>	Town Sewer Line Route 36 South Petition
<i>Exhibit 4</i>	Sewer District 1 Maps and Descriptions
<i>Exhibit 5</i>	Sewer District 1 Database & Tax Maps
<i>Exhibit 6</i>	Village Record Sanitary Sewer Map & Manhole Sketches
<i>Exhibit 7</i>	Existing Conveyance System Capacity Calculations
<i>Exhibit 8</i>	NYS DOT Record Road Plan & Profile
<i>Exhibit 9</i>	Schematic Sewer Plan & Profile
<i>Exhibit 10</i>	Pump Station Calculations, Data & Standard Details
<i>Exhibit 11</i>	Project Design & Construction Cost Estimate
<i>Exhibit 12</i>	Estimated Loan Amortization



I. INTRODUCTION-

This report is a preliminary engineering study for the formation of a sanitary sewer district and a proposed collection system within the Town of Mt. Morris.

Currently, all residential dwellings and businesses within the Town of Mt. Morris utilize individual septic systems for sanitary waste disposal. Due to the increasing number of problems with these systems, The Town commissioned Fraser-Willey & Associates to develop this report for determining the feasibility of providing municipal sewer service to its residents along NYS Route 408, northeast of The Village and NYS Route 36, south of The Village to Cleveland Road.

This report will address the areas existing sanitary sewage disposal difficulties, municipal collection of sewage, municipal treatment of sewage, design & construction costs, operation & maintenance costs, loan amortization (user costs), and recommendations, for the proposed district.



II. Project Design Considerations-

A. Existing Sewage Disposal:

Dwellings within the Town of Mount Morris utilize onsite subsurface sewage disposal systems to dispose of sanitary waste. Many of the systems are old and are in need of being repaired or replaced.

During the past several years, Fraser-Vesper & Associates, PC has designed and supervised the construction of several replacement septic systems in the Town of Mount Morris. The majority of these systems required waivers to be issued because the NYS Sanitary Code requirements could not be met, due to poor soil conditions and/or inadequate space.

While the majority of the septic systems within the Town appear to be in working order, there have been many documented complaints and problems to The Livingston County Department of Health regarding sewage disposal systems along NYS Route 408 and NYS Route 36 South. Most of the lots in these areas are very small in size and have insufficient space for properly sized replacement septic systems. The complaint records for these areas have been obtained from the health department and are included in this report as *Exhibit 1*.

B. Soil Conditions-

The soil conditions within The Town of Mt. Morris vary greatly depending upon the geographic location. A section of the Livingston County Soils Map containing the NYS Route 408 and NYS Route 36 South areas along with the pertinent soil description sheets, as prepared by the USDA Soil Conservation Service, are included as *Exhibit 2*. The following table lists the soil types and generalizes the soil characteristics for septic systems within the areas:



Soil Code	Soil Name	Soil Characteristics for Septic Systems	Area
<i>Eb</i>	Teel silt loam	Poor	NYS Rte. 36
<i>Gb</i>	Hamlin silt loam	Fair	NYS Rte. 408
<i>Hc</i>	Fredon fine sandy loam	Poor	NYS Rte. 36
<i>Ma</i>	Manlius shaly silt loam	Poor to Fair	NYS Rte. 36
<i>Oe</i>	Odessa & Schoharie silt loams	Poor	NYS Rte. 36
<i>Rd</i>	Hamlin silt loam, high bottom	Fair	NYS Rte. 408
<i>Sp</i>	Arnot Rock Outcrop Complex	Poor	NYS Rte. 36

The above chart indicates that the area along NYS Route 408 has moderately well suited soils for septic systems. Although, the chart suggests that the soils are moderately suited for septic systems, the health department has documented several complaints regarding septic systems in the area, as previously mentioned.

For the area along NYS Route 36, the above chart indicates that the majority of the soils are poorly suited for individual sewage disposal systems.

C. Service Area-

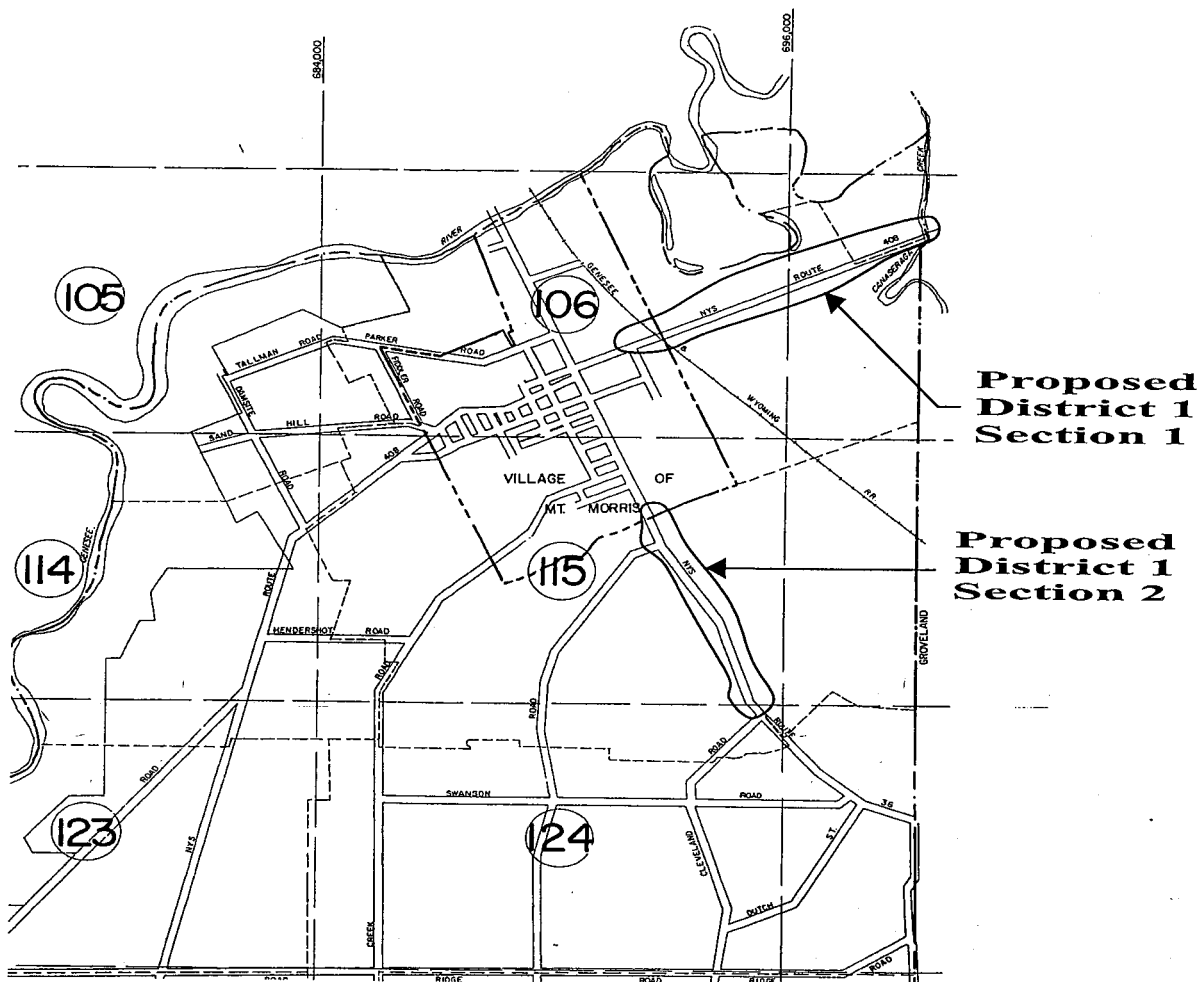
The existing sewage disposal problems along NYS Route 408 and NYS Route 36, caused by poor soil conditions, failing septic systems, and small lots, signal the great need for a municipal sewage collection and treatment system within the areas.

The design of a collection system for the NYS Route 408 section was previously performed to service the American Rock Salt site. Upon completion of the collection system, it will be dedicated to the Town of Mt. Morris, making sewer available to the residents along NYS Route 408 after the formation of a district. Thus, this section is included in this report solely for the formation of a much needed sewer district in the area.

A petition was formed by the NYS Route 36 South residents, demonstrating the desire for municipal sewer from Buck Run Creek to Mr. Bertman's property (Tax Map No. 115-01-69.111). The petition is included as *Exhibit 3*.

Based on the above information, a sanitary sewer district (District 1), that contains 2-sections, should be formed along NYS Route 408 and NYS Route 36 in The Town of Mt. Morris. The overall map below depicts the district and its sections:





The proposed Section 1 will start at The Village/Town Lot Line on New York State Route 408 and follow the road in an easterly direction for a distance of approximately 7,500-ft to the Mt. Morris - Groveland Corporation Line. From the start of this section heading westerly, to Cipriono Brothers Inc. parcel (tax map number 106-01-16), there will be a no service zone because this section of the previously designed collection system contains only a force main.

The proposed Section 2 will start at The Village/Town line on New York State Route 36 and follow the road in a southerly direction for a distance of approximately 6,000-ft.

Exhibit 4 contains a detailed map of the proposed District 1- Section 1 and District 1- Section 2, along with a written description of both districts.



D. Land Usage-

To determine the design requirements for the proposed district, the current land use was taken into consideration. The current land use of each parcel was observed and assigned an equivalent dwelling unit (EDU) value based on one EDU equaling a one-family residential lot.

Databases were compiled for each of Land Data Associates' tax maps within the district areas. The databases contain the tax map number, owner, address, land use, observed land use, and assigned EDU value for each parcel within District 1 and are included along with the tax maps as *Exhibit 5*.

The following table summarizes the total EDU value and Non Service (NS)/Vacant land count for each tax map within the district:

<i>Tax Map</i>	<i>District Section</i>	<i>Total EDU count</i>	<i>Total NS/Vacant Count</i>
098-01	1	5.5	1
106-01	1	14.0	11
Total Section 1 Counts		19.5	12
115-01	2	53.0	4
Total Section 2 Counts		53.0	4
TOTAL DISTRICT COUNTS		72.5	16

The following project design considerations pertain only to the NYS Route 36 portion of the project (Section 2) unless otherwise stated. As mentioned previously in this report, the NYS Route 408 portion (Section 1) was designed under the American Rock Salt Water and Sewer Project and was included in this report solely for the formation of a district in the area.

E. Estimated Sewage Flow-

The estimated flow will be based upon the land usage EDU estimate for Section 2 and include a 50% increase for potential future development. Thus, the estimated future EDU count will be 109.

Typical water usage estimates have been used to help determine the average daily use per customer within the proposed district. It has been determined that for the peak usage quarter (summer) the average water customer uses 250-gallons of water per day.



Based on an average daily use of 250-gal/edu and a total of 109 equivalent dwelling units, the average daily flow will be 27,250-gpd. Assuming a peak average daily flow of 300-gpd/edu, the peak daily flow will be 32,700-gpd.

Using these daily design flows, an instantaneous peak flow can be determined for the project:

$$\begin{aligned}\text{Average Flow} &= 27,250\text{-gpd} / 24\text{-hrs} / 60\text{-min} &&= 19 \text{ gpm} \\ \text{Average Peak Flow (with P.F. of 4)} &= 15\text{-gpm} \times 4 &&= 76 \text{ gpm} \\ \text{Max Flow} &= 32,700\text{-gpd} / 24\text{-hrs} / 60\text{-min} = &&= 23 \text{ gpm} \\ \text{Max Peak Flow (with peaking factor of 4):} &= 23\text{-gpm} \times 4 &&= 92 \text{ gpm}\end{aligned}$$

A peak flow of 92-gpm (0.20-cfs) will be used for further evaluations on this project.

F. Treatment Options-

The most crucial consideration for the introduction of a municipal sewer system into the area is the treatment and discharge of the waste. Because the EDU count within the service area is relatively small, it would be uneconomical for The Town to construct a treatment facility.

Chet Canary, Operator of the Village of Mount Morris sewage treatment plant, has indicated that the plant currently has a capacity of 864,000-gallons per day and operates at an average of approximately 450,000-gpd.

The Village of Mount Morris Mayor Christiano and Deputy Clerk Don Scalia have indicated that they would welcome the opportunity for more customers to the Village system in order to help offset the upcoming costs of the necessary treatment plant upgrades scheduled for 2001.

Thus, it was decided that the effluent collected from The Town's District 1 should be discharged into the existing Village of Mount Morris collection system for conveyance to The Village's sewage treatment plant.

G. Evaluation of Existing Sewage System for Conveyance-

The connection point to the existing Village sewage system will be the existing light manhole on the east side of NYS Route 36, approximately 200-lf north of Buck Run Creek.

Therefore, the sewer pipes from the proposed connection point that drain to the Village's treatment plant must be evaluated to ensure that they have adequate capacity for the additional estimated flow.

Chet Canary, Operator of the Village of Mount Morris sewage treatment plant, stated that the peak hourly demand to the treatment plant is 1.95-mgd (3.02-cfs) and that the peak demand is 1.1-mgd (1.70-cfs), per a report prepared by MRB Group. Adding the



estimated increased flow of 0.20-cfs to the peak hourly demand yields a new estimated peak hourly rate of 3.22-cfs. This figure along with the linear feet of existing sanitary main was used to estimate the approximate flows to each "junction" manhole.

Exhibit 6 includes a map section, obtained from the Village, depicting the conveyance path from the light-manhole to the treatment plant and each "junction" manhole.

The diameters and materials of the sewer mains used to perform this study were obtained from Sam Cipriano, the Town's councilman. Fraser-Willey & Associates surveyed the rim elevations and measured the inverts to determine the slope of the pipes.

This information along with the estimated flows to each "junction" was used to check the capacity of the critical pipes throughout the conveyance path. **Exhibit 7** contains the gathered information and the calculations performed to check each critical pipe. A summary for each critical pipe is listed in the table below:

<i>Section</i>	<i>Estimated Junction Flow (cfs)</i>	<i>Critical Pipe (MH to MH)</i>	<i>Pipe Capacity (cfs)</i>
S1	0.49	147 to 149	0.73
S2	0.49	149A to 169	1.89
S3	1.15	165 to 164	1.89
S4	2.34	225 to 224	2.66
S5	2.68	205 to 203	2.42
S6	3.22	202 to "Rite Aid"	2.43

Based on the above table it has been concluded that the pipes between manholes 205 and 203 (see **Exhibit 6**) should be updated to 18-in PVC pipe to handle peak hourly flows.

The peak hourly estimated flows through **S5** without the Town's proposed waste is 2.51-cfs. Because this already exceeds the estimated flow at the junction and the system has previously functioned under peak hourly flows, the estimated additional Town waste of 0.17-cfs should not warrant immediate upgrade of the pipes.

In conclusion, under normal flows and peak flows the system will handle the existing Village flows and the proposed Town flows. Under peak hourly flows the system will back up into the manholes even if the Town flows are not added to the system.



H. Topography & Collection-

The USGS topography maps of the project area show that the topography along NYS Route 36 generally slopes from west to east, parallel with the road. Although, the east side of the road is the low side, the collection system will be located on the west side because the majority of the parcels to be serviced are on the west side.

Locating the collection system on the west side of the road will substantially reduce construction costs by eliminating approximately 29-directional drills under NYS Route 36. However, by constructing the collection system on the west side, the 2 needed service and any future services on the east side of the road will require a separate collection system or individual pumps to transport the sewage to the collection system.

A profile map, obtained from the NYS Department of Transportation (DOT), shows that the topography along NYS Route 36 rolls from Buck Run Creek to the southern end of the NYS Route 36 service area for a distance of approximately 5,500-lf. Because of this, it appears that at least one pump station will be required, to avoid installation of the sewer mains & manholes at unreasonable depths, to pump under Buck Run Creek, and to achieve enough cover over the pipe that will connect the collection system to The Village's collection system.

Exhibit 8 includes a map of the Section 2 district with the USGS topography and the NYS DOT road profile of the area.



III. Schematic Design-

A. Schematic Collection System Design-

After careful evaluation of all design considerations, a schematic sewer system profile and plan was prepared. The schematic drawings are included as *Exhibit 9*. The proposed sanitary collection system will be on the west side of the road, as previously stated. The sewer will start from the southern end of tax map parcel No. 115.00-01-67.12 and run approximately 4,150 feet to the north via gravity, to a pump station (P1).

From Buck Run Creek the proposed sanitary collection system will run south, via gravity, for a distance of 1,000-lf to P1. The pump station will convey the effluent approximately 1,375-lf to the north via a force main that will cross under Buck Run Creek on the west side of NYS Route 36. After crossing under the creek, the force main will cross under the road and then discharging into the light-manhole. A 60-lf casing pipe will be required to run the force main under the road.

1. Proposed Lift Station and Force Main-

P1: From the estimated design flow and the schematic profile, this pump station will need to provide a flow of approximately 135-gpm at a TDH of approximately 31-ft. *Exhibit 11* includes the calculations performed to size pump, a performance curve of a pump capable of meeting the anticipated demands, and standard details of a recommended pump station.

The anticipated required pump for the proposed system is a Gorman-Rupp Model No. T3A-B (1175-rpm, 5-hp), capable of pumping 135-gpm against a total dynamic head of 31-ft of H₂O.

F1: The pump station (P1) was sized assuming the use of a 4-in diameter force main, approximately 1,375-ft long. The calculations performed to size the pump (included in *Exhibit 11*) suggest that the pump will generate a velocity of approximately 3-ft/sec in the force main.

The anticipated pump along with the proposed 4-in diameter, 1,375-lf force main, will satisfy the minimum requirements specified in the "Recommended Standards for Wastewater Facilities".



2. Proposed manholes and sanitary mains-

This project will require approximately 17-manholes (9 over 10-ft deep), 1000-lf of 8-in diameter sanitary sewer pipe, 4,150-lf of 12-in diameter sanitary sewer pipe, 1-wet well with pump station (18-ft deep), and 1,375-lf of 4-in diameter force main.

As previously mentioned, the schematic shown in *Exhibit 9* shows the layout for the proposed manholes and sanitary sewer mains.



IV. Project Costs-

Some of the following calculations contain per "user" costs that are based on The Total District EDU Count performed under Section II D of this report. These "user" cost calculations assume that The Town will be able to charge the property owners that have more than a one-family residence on their parcels, a higher fee by using the assigned parcel EDU Value as a multiplier.

A. Design & Construction Cost Estimate-

Following is a summary of the cost estimate included in *Exhibit 11* of this report:

Construction Costs-	\$461,950.00
Contingencies @ 10%-	\$46,195.00
Engineering, Observation, & As-builts @ 20%-	\$92,390.00
Legal/Administrative @ 10%-	\$36,956.00

TOTAL ESTIMATED PROJECT COST- \$637,491.00

B. Loan Amortization-

Exhibit 12 shows an estimated loan amortization based on a SRF rate of 5%. Based on the design & construction cost estimate (rounded to \$637,500), the payment per year for improvements on NYS Route 36 would be \$37,800/yr for 38 years. The costs to the 72.5-"users" in the proposed Mt. Morris Sewer District 1 would be:

Cost per "user" for construction = $\$37,800/\text{yr} / 72.5\text{-users} = \$522/\text{yr/user}$

C. Village Service Cost-

As previously mentioned, the waste will be conveyed and treated by The Village's sanitary sewer system. Don Scalia, The Village Deputy Clerk, has indicated that the cost of this service will be based on the cost that The Village charges its residents. The current sewer billing structure in the Village is as follows:

Quarterly- \$53 for first 17,000-gal, \$1 per 1,000-gal beyond 17,000-gal



Current Village charges to the average district user-

Flow per year = 250-gal/day x 365-days/year = 91,250-gal/user/year
Flow per quarter = 91,250 / 4 = 22,813-gal/user/quarter
Cost per quarter per 17,000-gal = \$54.00
Cost per quarter over 17,000-gal = 5,813 gal/user/qtr x \$1/1000 gallons = \$5.81
Total cost per quarter per user = \$54.00 + \$5.81 = \$59.81
Total Average cost per user per year = \$59.81 x 4 = \$239.24

The Village of Mt. Morris has indicated that it will be upgrading its sewage treatment plant in 2001, in order to conform to DEC regulations. Of particular concern are the digesters and the handling of gases from them. The expected costs of the plant upgrades will be borne by all users through increased quarterly billing rates.

Don Scalia has provided a preliminary estimate of the revised sewer rate. Design of the upgrades is not yet complete, so this estimate has been prepared assuming the "worst case" in terms of possible costs to the individual user. The estimated future sewer billing structure is as follows:

Quarterly- \$74 for first 17,000-gal, \$1 per 1,000-gal beyond 17,000-gal

Potential Future Village charges to the average town district user-

Village charges for the average district user proposed-
Flow per year = 250-gal/day x 365-days/year = 91,250-gal/user/year
Flow per quarter = 91,250 / 4 = 22,813-gal/user/quarter
Cost per quarter per 17,000-gal = \$74.00
Cost per quarter over 17,000-gal = 5,813-gal/user/qtr x \$1/1000-gal = \$5.81
Total cost per quarter per user = \$74 + \$5.81 = \$79.81
Total Average cost per user per year = \$79.81 x 4 = \$319.24

Thus, The Village will charge The Town an assumed average cost of \$320 per user for conveyance and treatment of its waste.

D. Operating & Maintenance Cost-

The estimated operation and maintenance cost for The Town's District 1 collection system will be assumed at \$2500/yr. This figure includes electricity to run the pump and gas to run the backup generator. To obtain a more accurate estimate The Town will need to determine how labor and service equipment (i.e. transportation vehicle, protection equipment, etc.) costs will be administered. The total number of "users" within the proposed district is 72.5.

Thus, the total estimated operating and maintenance cost to each user is \$35.



E. Dept Burden-

The estimated debt burden per year to a user within the district will be a sum of the amortized loan, Village service charge, and the operating & maintenance costs. Thus,

$$\text{Debt burden per year for an average user} = \$522 + \$320 + \$35 = \$877$$

The allowable debt burden for this type of project, obtained from James Coniglio, the Town's Attorney, will be \$514 per user per for the year 20001.



V. Conclusion / Recommendations

Although, the calculated dept burden is greater than the allowable dept burden the project may still be feasible. Several items that can be performed to mitigate this problem are:

- 1) Obtain project grant funding. If The Town qualifies, \$400,000 is available from Small Cities Community Development Block Grant. There are also several other agencies that offer grants (approximately \$400,000 will reduce the dept burden to approximately \$550/"user"/yr).
- 2) Obtain permission from The State Comp Control Office to increase the allowable dept burden to The Town's required dept burden if necessary.
- 3) Negotiate a reduced Village service cost.



Exhibit 1

(DOH Sewage Complaint Records)



FWA Job No. 2000.002



LIVINGSTON COUNTY DEPARTMENT OF HEALTH

2 COUNTY CAMPUS
MT. MORRIS, NY 14510-1691

(716) 243-7270 ADMINISTRATION
(716) 243-7287 FAX

JOAN H. ELLISON, R.N., M.P.H.
PUBLIC HEALTH DIRECTOR

January 5, 1998

Mr. Donald Murphy
2877 Buffalo Road
Varysburg, NY 14167

RE: Failed Wastewater Treatment System
6546A Route 36 (T) Mt. Morris

Dear Mr. Murphy:

As a follow-up to the original reference property complaint, I would like to thank you for having Fraser-Vesper and Associates submit the design for a replacement system. While a design for a replacement system has been received, there remains an unresolved issue regarding the separation distance to the property line. Once this concern has been resolved, a permit for the installation will be issued. Weather conditions must be favorable for the installation of the system which is proposed. The installation may have to be put off until the spring of 1998 due to the frozen and/or wet soil conditions which are present now.

Please refer to the letter which was sent May 22, 1997 which states that a licensed waste hauler must be contacted to set up a pumping schedule until the replacement system is installed. If the property is to remain occupied, a copy of the contract must be submitted to this office within 10 working days. Failure to have the tank pumped on a routine basis may result in enforcement action by this office until the system is installed.

Please feel free to give me a call if you should have any questions. Thank you for your cooperation with this matter.

Very truly yours,

James R. Kanouse
James R. Kanouse

Public Health Technician

JRK:jtd 79710

cc: Dan Sinnott (T) Mt. Morris
Janet Claud, Department of Social Services
David Rowley, Fraser-Vesper & Associates

JAN 07 1998

COMMUNITY HEALTH
NURSING
(716) 243-7290

EMERGENCY MEDICAL
SERVICES
(716) 243-7135

ENVIRONMENTAL HEALTH
(716) 243-7280

HEALTH EDUCATION
(716) 243-7279

HOSPICE PROGRAM
(716) 243-7290

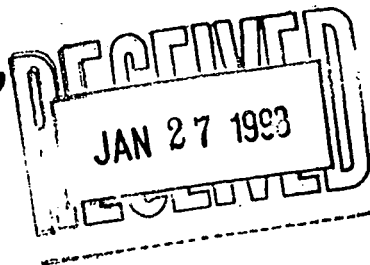
WOMEN'S HEALTH CENTER
(716) 243-7540

WIC PROGRAM
(716) 243-7530

LIVINGSTON COUNTY

Department of Health

PERMIT



This is to certify that Donald Murphy owner
lessee of

Building Lot at 6546 Sonyea Road (Route 36)
Address

Located in the (T) (V) of Mt. Morris is granted permission to
Construct a Sewage Disposal System in compliance with the provisions of
Article II of the County Sanitary Code and the following:

- 1) This permit is granted subject to any and all applicable State, Local and Municipal Laws, Ordinances, Codes, Rules and Regulations.
- 2) THIS PERMIT IS FOR A SHALLOW TRENCH SYSTEM. Grade stakes shall be in place prior to filling to insure proper system depth.
- 3) The subject system shall only be constructed when weather and soil conditions permit. Obtain approval from inspecting engineer prior to start of construction.
- 4) The project shall be completed as shown on the plan last dated 12/10/97, prepared by Thomas Fraser, P.E. and which has been approved by the Livingston County Department of Health (LCDH). The project shall not deviate from the approved plan without prior written approval from the LCDH.

(Continue Page 2)

Date of Issue 1/23 19 98

Permit is Non-Transferable

Joan H. Ellison, R.N., M.P.H.
Permit Issuing Official

This permit expires on 1/23/2000 and may be revoked or suspended for cause.

THIS PERMIT MUST BE POSTED CONSPICUOUSLY

Don Murphy
6546 Sonyea Road (Rt. 36)
(T) Mt. Morris

Page 2

- 5) The sewage treatment system shall be constructed by a person who is currently registered and approved by the LCDH. Any sewage treatment system installed by a non-approved installer will not be approved by the Department of Health.
- 6) Prior to construction, the proposed location of the sewage treatment system shall be accurately staked in the field and arrangements shall be made with the design engineer to inspect and approve the area proposed.
- 7) The sewage treatment system herein approved shall be routinely and reliably inspected during construction by a NYS registered professional engineer, who shall, upon completion and prior to utilization of the system, report in writing to the LCDH that the installation was accomplished in accordance with the approved plans and permit conditions.
- 8) Consult with the local code enforcement officer/zoning officer regarding local setback requirements which may pertain to this property.
- 9) The sewage treatment system is approved based on the anticipated daily volume of wastewater from a 2 bedroom home. There shall be no expansion of the project or increase in occupancy beyond this basis of design without prior review and approval by the LCDH.
- 10) The sewage treatment system herein approved will not accommodate the use of a garbage grinder nor hot tub/whirlpool. Backwash water from water treatment systems should not discharge to the sewage treatment system.
- 11) This permit has been issued with a specific waiver to correct an existing Health Hazard. Complete compliance with State Standards for sewage treatment system installation was not possible at this location.

cc: Thomas Fraser, P.E.
Jim Kanouse

80440



**LIVINGSTON COUNTY
DEPARTMENT OF HEALTH**

2 COUNTY CAMPUS
MT. MORRIS, NY 14510-1691

(716) 243-7270 ADMINISTRATION
(716) 243-7287 FAX

JOAN H. ELLISON, R.N., M.P.H.
PUBLIC HEALTH DIRECTOR

January 3, 1997

Mr. Joseph Zingerella
2367 Ellicott Road
Caledonia, NY 14423

RE: Septic System Complaint
3134 Rt. 408, Mt. Morris

Dear Mr. Zingerella:

A complaint was received by this office September 25, 1996 in regard to the reference property. A field visit was conducted on September 26, 1996 to verify that sewage effluent was being expelled to the ground surface. I met with the current tenant at the site on October 2, 1996 to discuss the options available to attempt to stop the overflow. I explained to Mr. Houth that the tank should be pumped by a licensed hauler and that the line which runs behind the trailer should be severed. Once these two steps were completed, the outlet of the septic tank could be connected to the existing system on the north side of the trailer.

As of the writing of this letter, the work has yet to be completed. Please have the steps outlined above completed prior to January 15, 1996. Failure to do so may result in formal enforcement proceedings being initiated. If you should have any questions prior to conducting the repairs, please feel free to give me a call.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James R. Kanouse".
James R. Kanouse
Public Health Technician

JRK:jtd 68800

COMMUNITY HEALTH
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(716) 243-7290

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(716) 243-7290

WOMEN'S HEALTH CENTER
(716) 243-7540

WIC PROGRAM
(716) 243-7530

Program Code: 19-C
 Date: 9-25-96
 Time: 1:30 PM
 Location: Town/Village: Mt. Morris Address: Rte 408 313-1
 Travel Directions: Single Trailer after Beauty Salon
 Name of Complainant: Andrea Gardner Phone Home: Business:
 Address of Complainant: 2367 Elliott Rd. California 141423
 Name of Physician: Phone:
 Referred By: Referred To:
 Received By: Referred To:

Nature of Complaint: While repairing Bt 408 ditch saw muddy water coming from mobile home
Home owned by Joseph Singarella - contact person for Singarella, Jr
at 538-4666. Tenant there is William Heath.
2367 Elliott Rd. California 141423

Activity Date: 9/26/96 Signature: Robert J. Jambart
 and Time: 1:30 PM

Observations/Conference Notes:
No visible signs of discharge at above location
12/12/96 p.m. to D. Gardner - explained that she said complaint from (V) diff. Lysa Flanagan in
4/23/96 p.m. to D. Gardner - he will have Lysa call 1-10 in AM 9/27
9/27 p.m. Lysa reports that water meter was located near "french" in back of trailer
(V) meter reader would not attempt a reading as odor was terrible
10/7 cont with Heath at site - Heath uncovered a section of 8 in 40 pipe
is trying to locate Box will call the HO Man or sooner when
Found. SK explained that he should seal box if necessary esp if
bad time and use section in front of MH which was used by
another MH in past.
10/7 EV results - Tank uncovered at outlet - T exposed - LINE TO REAR OF TRAILER
NOT CAPED AS OF 10/7
10/9/96 Phone call from Mui Heath - found 2 lines over front coming out of tank
go to back - other towards road - Has them exposed for you - Jim to
check them at site on 10/10/96 at 4:15 PM
JKL

Activity Date and Time	Observations/Conference Notes	Initial
10/10 th	Left message on Hawth's door to have tank pumped, batteries checked (by landlord) and cap line to rear of MH.	SH
11/16 th	pc to Hawth - left message to call HO	SH
11/16 th	FU - Mr H to pump tank & cap after seeing if landlord will pay	
11/18 th	pc to Hawth - is out of work will attempt to make corrections ASAP	SH
12/23 rd	repairs not completed	
2/19	pc to Zingereba - SK invited as to progress toward correcting sewage problem - Mr Z stated that Hawth was responsible for correcting - SH explained that a FL will be made and that it no progress has been made, Mr Z will be held responsible for repairs	SH
2/20	FU to site repairs made - appears that a PVC line under MH is broken - Tenant will call when repaired	SH
3/5	line repaired	SH
8/20/17	FU to site - system appears to be functioning adequately	SH

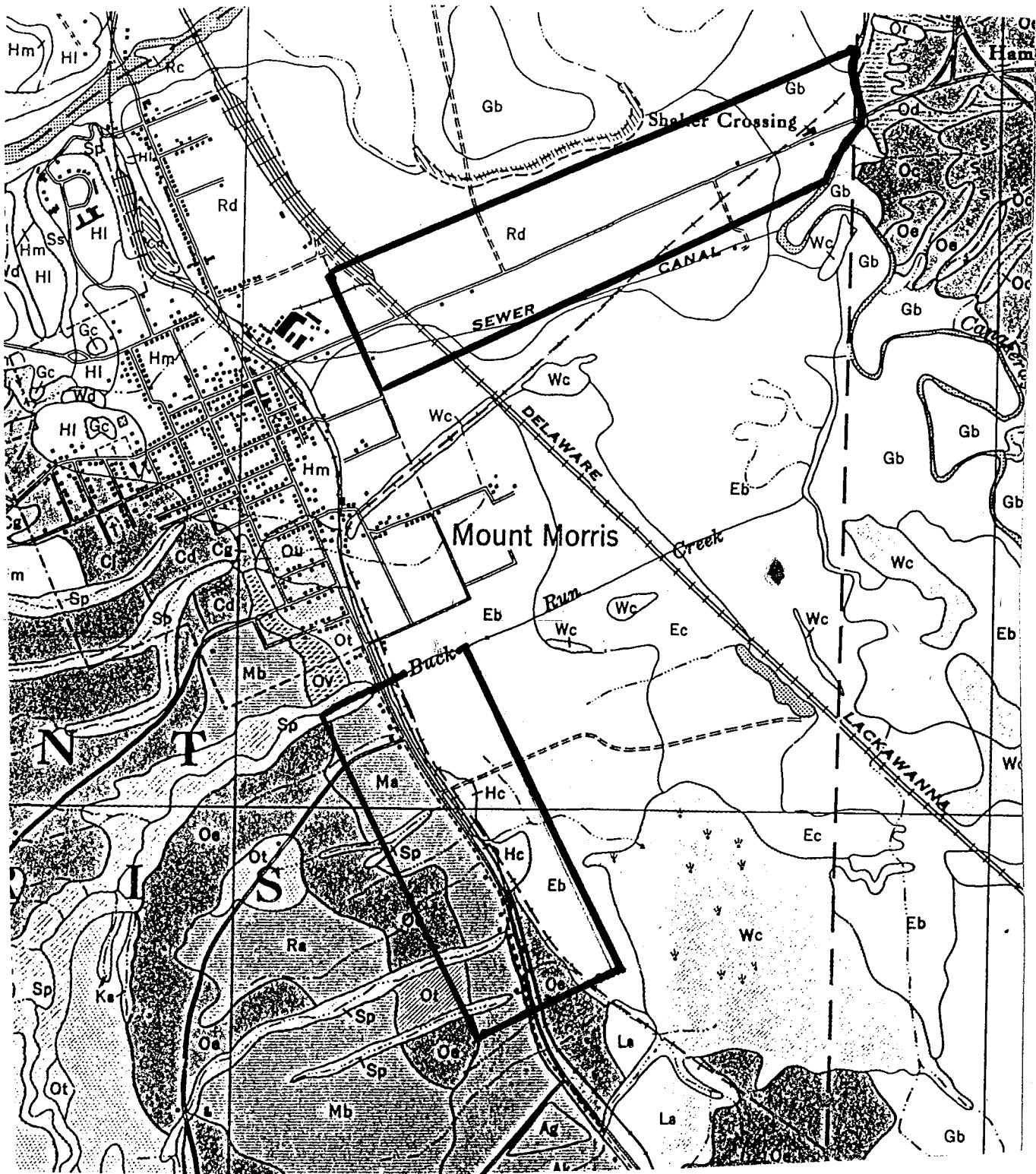
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Exhibit 2

(Soils Map & Description Sheets)



FWA Job No. 2000.002



PREPARED BY:



Fraser-Willey & Associates, P.C.

ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

PROJECT: TOWN OF MOUNT MORRIS
SANITARY SEWER DISTRICT 1
NYS ROUTE 36
LIVINGSTON COUNTY, NY

CLIENT: TOWN OF MOUNT MORRIS
103 MAIN STREET
MOUNT MORRIS, NY 14510

DRAWING: SOILS MAP

JOB NO:

00-002

SCALE:

N.T.S.

PAGE:

1 of 1

Db Dunkirk silt loams, rolling

This is a gently sloping to sloping, deep, well drained, medium textured soil. It has formed in medium to high lime, silty, glacial lake deposits. Typically this soil has 15 inches of moderately permeable surface soil over a medium textured, firm, moderately permeable subsoil. The substratum starts at about 36 inches and consists of friable, laminated silt and very fine sand.

Capability IIIe

K .49

soil group 5b

Woodland suitability 2r
T/3

Highly Erodible

Ea Martisco-Edwards muck

These are level, very shallow to moderately deep, very poorly drained, organic soils. They have formed in organic soil material of swamps and bogs that is generally shallow (less than 16 inches) over soft marl. Typically these soils have 8 to 10 inches of light brownish gray, high lime marl.

Capability IVw

soil group D 6b

Woodland suitability 4w

UD 10b

T/2

Hydric soil

Eb Teel silt loam

This is a level or nearly level, deep, moderately well drained, medium textured soil. It has formed in high to medium lime alluvial sediments on flood plains. Typically this soil has 10 to 12 inches of moderately permeable surface soil over a medium to moderately fine textured, mottled, firm, moderate to moderately slowly permeable subsoil. The substratum starts at about 48 inches and consists of layered soil, sand and clay.

Capability IIw

K .49

soil group 2b
wet 5b

Woodland suitability 2o

T/5

Not Highly Erodible

Ga Hamlin very fine sandy loam

This is a level or nearly level, deep, well drained, moderately coarse textured soil. It has formed in silty and sandy alluvial deposits on drier portions of flood plain areas. Typically this soil has 8 to 14 inches of moderately rapidly permeable surface soil over a medium textured, friable, moderately permeable subsoil. The substratum starts at about 24 to 36 inches and consists of friable, moderately permeable silt loam or layers of sand and silt.

Capability I

K .49

soil group 1b

Woodland suitability 2c

T/5

Not Highly Erodible

Gb Hamlin silt loam

This is a level to nearly level, deep, well drained, medium textured soil. It has formed in medium to high lime, silty alluvial deposits on drier portions of flood plain areas. Typically this soil has 8 to 14 inches of moderately permeable surface soil over a medium textured, friable, moderately permeable subsoil. The substratum starts at about 24 to 36 inches and consists of friable, moderately permeable silt loam or layers of sand and silt.

Capability I

K .49

soil group 1b

Woodland suitability 2c

T/5

Not Highly Erodible

Gc Pits, Gravel

This mapping unit consists of gravel pits or quarries in which the natural soil material has been removed. Small pits and quarries are shown by conventional symbols. On site investigation is needed to determine kind and quantity of deposit as well as any proposed land use change.

Soil group 9

Not Highly Erodible

Ha Hilton gravelly loam, 2-8% slopes

This is a gently sloping, deep, moderately well drained, medium textured soil. It has formed in medium to high lime glacial till dominated by sandstone and limestone. Typically this soil has 15 inches of moderately permeable surface soil over a medium textured, mottled, firm, moderately slowly permeable subsoil. The substratum starts at about 32 inches and consists of firm or very firm, slowly or very slowly permeable loam.

Capability IIw under 3%

Woodland suitability 2o

Ile over 3%

K .24

soil group 2a

T/3

Potentially Highly Erodible

Hb Wayland silty clay loam

This is a level or nearly level, deep, poorly to very poorly drained, moderately fine textured soil. It has formed in silty and clayey alluvial deposits on lowest areas of flood plains. It is frequently flooded. Typically these soils have 5 to 10 inches of moderately slowly permeable surface soil over a moderately fine textured, massive, firm, slowly permeable subsoil. The substratum starts at about 24 inches and consists of massive, firm, silt loam or friable to firm, layers of silt, clay and sand.

Capability Vw

Woodland suitability 4w

K .43

soil group 8b

T/5

Hydric soil

Hc Fredon fine sandy loam

This is a level to gently sloping, deep, somewhat poorly to poorly drained, moderately coarse textured soil. It has formed in glacial outwash dominated by sand and gravel. Typically this soil has 8 inches of moderately permeable surface soil over a medium or moderately coarse textured, mottled, firm, slowly or moderately slowly permeable subsoil. The substratum starts at about 26 inches and consists of high lime, gray or mottled, loose to firm, stratified gravel, sand and silt.

Capability IIIw

Woodland suitability 3w

K .28

soil group 6b

T/3

Hydric soil

Lordstown very stoney silt loam, 25-40% slopes

This is a steep to very steep, moderately deep to shallow well to somewhat excessively drained, medium textured soil. It has formed in low lime, thin, bedrock controlled glacial deposits dominated by sandstone, siltstone and shale. Typically this soil has 5 to 6 inches of moderately permeable surface soil over a medium textured, friable, moderately permeable subsoil. The substratum starts at about 17 to 26 inches and consists of massive, friable, moderately permeable very channery loam of hard sandstone or siltstone bedrock.

Capability VIIc

K .20

soil group 9b

Woodland suitability 3r
T/3

Highly Erodible

Lo Lyons silt loam

This is a level to nearly level, deep, poorly to very poorly drained, medium textured soil. It has formed in high lime glacial till dominated by limestone, shale and sandstone. Typically this soil has 9 to 12 inches of moderately permeable surface soil over a medium to moderately fine textured, mottled, friable to firm, moderately to moderately slowly permeable subsoil. The substratum starts at about 24 inches and consists of firm, high lime, slowly permeable gravelly loam.

Capability IVw

K .37

soil group 7b

Woodland suitability 5w
T/5

Hydric soil

Ma Manlius shaly silt loam, 15-25% slopes

This is a moderately steep, moderately deep, well to excessively drained, medium textured soil. It has formed in thin, low lime, bedrock controlled, shaly glacial till. Typically this soil has 6 inches of moderately permeable surface soil over a medium textured, friable, shaly or very shaly, moderately permeable subsoil. The substratum starts at about 18 inches and consists of friable to loose, moderately to rapidly permeable very shaly loam or silt loam. Unweathered shale bedrock is at a depth of 30 inches.

Capability IVe

K .28

soil group 7b

Woodland suitability 3r
T/3

Highly Erodible

Oe Odessa and Schoharie silt loams, 0-5% slopes

These are nearly level to gently sloping, somewhat poorly to moderately well drained, medium textured soils. They have formed in high lime lake deposits dominated by silt and clay. Typically they have 8 inches of moderately slowly permeable surface soil over a fine textured, mottled, firm, very slowly permeable subsoil. The substratum starts at about 25 inches and consists of firm, very slowly permeable, silty clay or varved silt and clay.

Capability IIIw
K .49

soil group 5b

Woodland suitability 3w
T/3

Potentially Highly Erodible

Of Ontario-Hilton fine sandy loams, 1-8% slopes

These are level to gently sloping, deep, well drained to moderately well drained, moderately coarse textured soils. They have formed in medium to high lime glacial till dominated by sandstone and limestone. Typically these soils have 13 to 20 inches of moderately permeable surface soil and upper subsoil over a medium textured, firm to friable, moderately permeable subsoil. The substratum starts at about 36 inches and consists of very firm to firm, slowly to moderately slowly permeable loam to gravelly fine sandy loam.

Capability IIe
K .32

soil group 3a

Woodland suitability 2o
T/3

Potentially Highly Erodible

Og Ontario fine sandy loam, 15-30% slopes

This is a moderately steep to steep, deep, well drained, moderately coarse textured soil. It has formed in medium to high lime glacial till dominated by sandstone and limestone. Typically this soil has 13 to 20 inches of moderately permeable surface soil and upper subsoil over a medium textured, firm to friable, moderately permeable subsoil. The substratum starts at about 38 inches and consists of very firm to firm, slowly to moderately slowly permeable loam to gravelly fine sandy loam.

Capability IVe
K .32

soil group 7a

Woodland suitability 2r
T/3

Highly Erodible

Rc Fluvaquents-Udifluvents complex, frequently flooded

This mapping unit consists of level to nearly level gravel bars or sand bars within a flood plain. It is located mostly within stream channels and is susceptible to frequent flooding. Vegetation is usually sparse or nonexistent.

Capability Vw

--

soil group 9

Woodland suitability 4w

T/3

Not Highly Erodible

Rd Hamlin silt loam, high bottom

This is a level to nearly level, deep, well drained, medium textured soil. It has formed in silty alluvial sediments in highest portions of flood plains. Typically this soil has 9 inches of moderately permeable surface soil over a medium textured, friable, moderately permeable subsoil. The substratum starts at about 36 inches and consists of friable, moderately permeable silt loam.

Capability I

K .49

soil group 1b

Woodland suitability 2o

T/5

Not Highly Erodible

Re Arnot - rock outcrop complex, very steep

This is a miscellaneous land type which consists of very steep, shallow soil to bare rock which is excessively drained, to well drained. It occupies steep valley walls and in places vertical ledges or cliffs. The underlying rock is mainly sandstone or siltstone.

Capability VIIe

K .17

soil group 9

Woodland suitability 4r

T/2

Highly Erodible

So Ontario soils, steep

These are steep and very steep, deep, well drained, medium textured soils. They have formed in medium to high lime glacial till dominated by limestone, sandstone and shale. Typically these soil have 8 to 2 inches of moderately permeable surface soil and upper subsoil over a medium textured, firm to friable, moderately permeable subsoil. The substratum starts at about 26 to 38 inches and consists of very firm, slowly permeable silt loam to very gravelly loam.

Capability VIIe

K .32

soil group 8a

Woodland suitability 2r

T/3

Highly Erodible

Sp Arnot rock outcrop complex, very steep

This is a complex unit of steep and very steep, moderately deep to very shallow, soil material on bedrock controlled landscapes. It has formed in thin glacial material in dissected plateau regions. Rock outcrops and low bluffs or cliffs are common in this unit. The underlying bedrock is mainly sandstone or siltstone.

Capability VIIe

K .17

soil group 9b

Woodland suitability 4r

T/2

Highly Erodible

Sr Manlius soils, steep

These are steep to very steep, moderately deep, well to excessively drained, medium textured soils. They have formed in low lime, thin glacial till underlain by shale bedrock at depths less than 40 inches. typically these soils have 6 inches of moderately permeable surface soil over a medium textured, friable, shaly or very shaly, moderately permeable subsoil. The substratum starts at about 18 inches and consists of low lime, friable, moderately permeable very shaly silt loam. Shale bedrock begins at about 30 inches.

Capability VIIe

K .28

soil group 8b

Woodland suitability 3r

T/3

Highly Erodible

Exhibit 3

(Town Sewer Line Route 36 South Petition)



FWA Job No. 2000.002

Town Sewer Line Route 36 South Petition

October 1999

The following people are interested in exploring the possibility of a sewer line servicing Route 36 starting at Adonnino Brother's Bus Garage:

<u>Name:</u>	<u>Street Address:</u>	<u>Tax Map Number:</u>
Jamey Lowery	6466 Sonyea Road	115.00-01-43
Andrew Buchanan, Jr.	6502 Sonyea Road	115.00-01-49
Dan Tubbs, Jr.	Sonyea Road	
Greg Kelsey (Wilbert Services)	Sonyea Road	
Daniel Tubbs, Sr.	6514 Sonyea Road	115.00-01-52
Gerald Hall (Lillian Mae Radesi)	6434 Sonyea Road	115.00-01-34
Frank Adonnino	6398 Sonyea Road	115.00-01-30
	6408 Sonyea Road	115.00-01-31
Laurie Estruch-Sharman	6456 Sonyea Road	115.00-01-42.1
Earl & Donna Hill	6576 Sonyea Road	115.00-01-61
Donald Allen, Jr.	6584 Sonyea Road	115.00-01-62
Richard L. Spencer	6544 Route 36	115.00-01-53
Steven M. Casteel	6564 Route 36	115.00-01-84
Richard Leach	6548 Route 36	115.00-01-54
Raymond Clark	6626 Sonyea Road	115.00-01-66.11
Virginia Andrews	6506 Sonyea Road	115.00-01-50
Nanny Brewer	6583 Sonyea Road	
Tracy Bassett	6624 Sonyea Road	115.00-01-67.12
Roy Bertram	6654 Route 36	115.00-01-69.111
David Disalvo	PO Box 62	
Dr. Stanley Jackson	6426 Route 36	115.00-01-33
Rafeud R. Byant (Stanley Jackson)	6416 Route 36	115.00-01-81.2

See following pages for copy of original

Town Sewer Line Route 36 South

October 1999

The following people are interested in exploring the possibility of a sewer line serving Route 36 starting at Adonino Brother's Bus Garage:

Name:

Street Address:

James Lowery 6466 Sonyea Rd
 Andrew Blum 6602 Sonyea Rd
 Dan Paltor Jr. Sonyea Rd
 Doug Kelley W. West Services Sonyea Rd

Daniel Tubbs Sr. - 10000 Vassar Rd

Michael & Susan Hall 6434 Sonyea Rd

Frank Adonino 6398 Sonyea Rd
 6408 Sonyea Rd

James Sharman 6456 Sonyea Rd
 Sonyea Rd

Paula Brown Hill 6576 Sonyea Rd - Mt. Morris

Anna A 6584 Sonyea Rd Mt. Morris

Richard L. Spencer 6544 Rt 36 Mt. Morris

Steve M. Carter 6546 Rt 36 Mt. Morris

Richard Lee 6548 Rt 36 Mt. Morris

Raymond Clark 6626 Sonyea Rd. Mt. Morris

Page Two - Sewer Line

Epigenia Andrews - 4506 Sonyea Rd.
Manny Brewer 10583 Sonyea Rd.
(1 FOR EAST SIDE OF ROAD)

Raymond E Clark 6626 Sonyea. Rd.
Tracy Bassett 6624 Sonyea Rd
Roy Banta 6654 Rt 36

David Disalvo
P.O. Box 62
Mount Morris, NY 14510

NJ Jackson (Dr Stanley Jackson)
P.O. 9 6426 Rt 36
Mt. Morris, NY 14510

Robert R. Bryant
6416 Rt 36
Mt. Morris, NY 14510

Exhibit 4

(Sewer District 1 Maps and Descriptions)



TOWN OF GROVELAND
TOWN OF MT MORRIS

LEGEND

OBJECT	DESCRIPTION
.....	PROPOSED SEWER DISTRICT BOUNDARY
-Z-	EXISTING WATER DISTRICT
---	RIVERS & CREEKS
---	ROW BOUNDARY
---	PROPERTY BOUNDARY
---	TAX MAP BOUNDARY
---	MUNICIPAL CORPORATION BOUNDARY
57.2	TAX MAP PARCEL NUMBER
275 A	AREA OF PARCEL (SQ. FT. SEE MAP INFORMATION)
[Dashed Box]	PROPERTIES WITHIN THE PROPOSED SEWER DISTRICT

SEWER DISTRICT 1, SECTION 1 MAP

SCALE: 1" = 800'

PREPARED BY:



Fraser-Willey & Associates, P.C.

ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

PROJECT: TOWN OF MOUNT MORRIS
SANITARY SEWER DISTRICT 1
NYS ROUTE 408
LIVINGSTON COUNTY, NEW YORK

CLIENT: TOWN OF MOUNT MORRIS
103 MAIN STREET
MOUNT MORRIS, NY 14510

DRAWING: SEWER DISTRICT 1,
SECTION 1 MAP

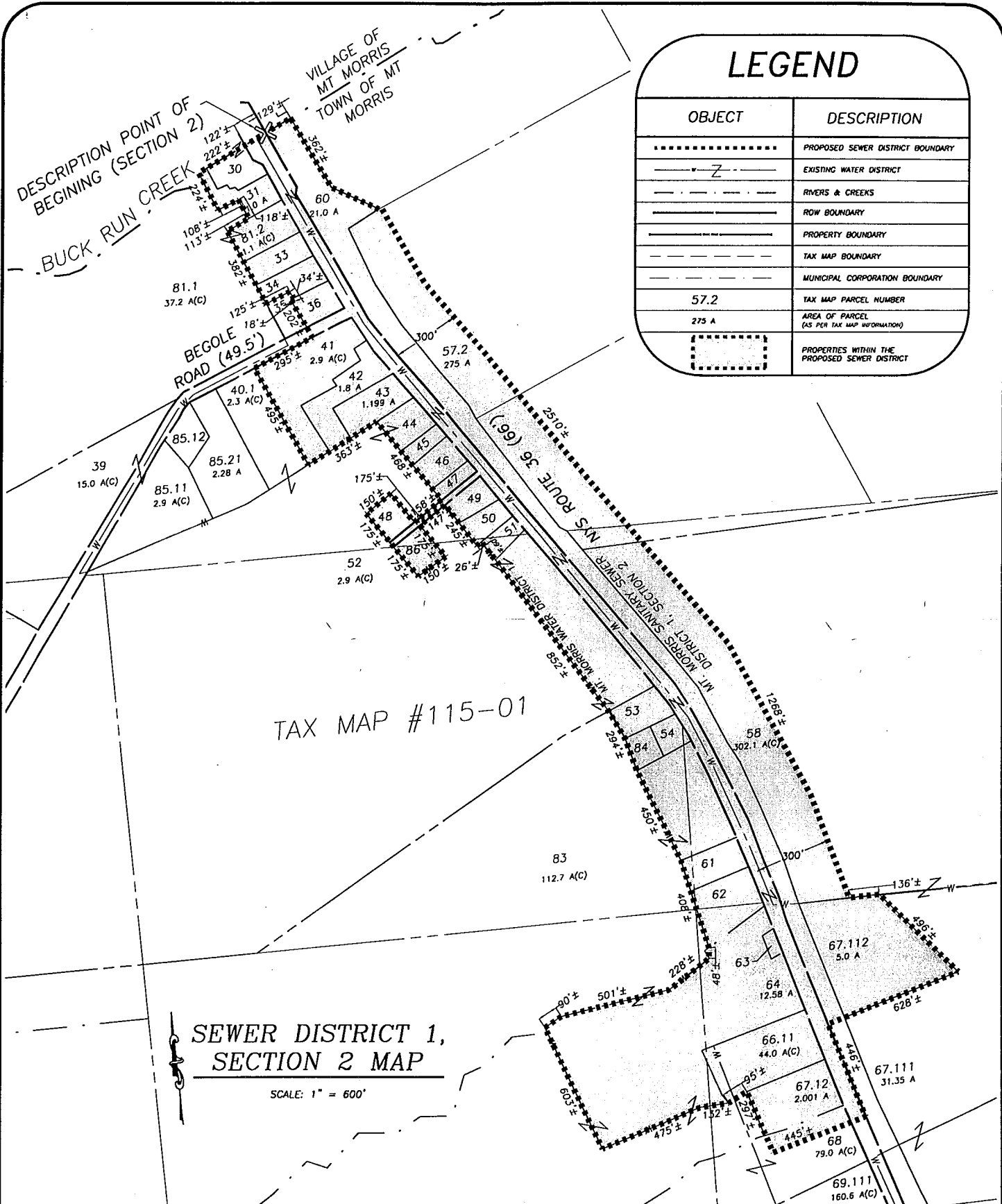
JOB NO:
00-002

SCALE:
1" = 800'

PAGE:
1 of 2

LEGEND

OBJECT	DESCRIPTION
.....	PROPOSED SEWER DISTRICT BOUNDARY
—Z—	EXISTING WATER DISTRICT
----	RIVERS & CREEKS
=====	ROW BOUNDARY
=====	PROPERTY BOUNDARY
----	TAX MAP BOUNDARY
----	MUNICIPAL CORPORATION BOUNDARY
57.2	TAX MAP PARCEL NUMBER
275 A	AREA OF PARCEL (AS PER TAX MAP INFORMATION)
[Dashed Box]	PROPERTIES WITHIN THE PROPOSED SEWER DISTRICT



TAX MAP #115-01

SEWER DISTRICT 1, SECTION 2 MAP

SCALE: 1" = 600'

PREPARED BY:



Fraser-Willey & Associates, P.C.

ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

PROJECT: TOWN OF MOUNT MORRIS
SANITARY SEWER DISTRICT 1
NYS ROUTE 36
LIVINGSTON COUNTY, NEW YORK

CLIENT: TOWN OF MOUNT MORRIS
103 MAIN STREET
MOUNT MORRIS, NY 14510

DRAWING: SEWER DISTRICT 1,
SECTION 2 MAP

JOB NO:
00-002

SCALE:
1" = 600'

PAGE:
2 of 2

PROPOSED SEWER DISTRICT BOUNDARIES & DESCRIPTION

The boundaries of the proposed Town of Mount Morris Sewer District 1 are shown on the enclosed map and can be described as follows:

Section 1-

The sewer district along New York State Route 408 can be described as follows:

Bounded as follows:

- Southwest by the northeasterly corporation limits of the Village of Mount Morris;
- Northeast by the easterly boundary of the Town of Mount Morris;
- Northwest by a line parallel to and 300-feet distant northerly from the northerly highway right-of-way boundary of New York State Route 408;
- Southeast by a line parallel to and 300-feet distant southerly from the southerly highway right-of-way boundary of New York State Route 408.

Section 2-

Beginning at a point on the southerly corporation limits of the Village of Mount Morris, at its intersection with the north easterly right-of-way boundary of NYS Route 36, said point being the north west corner of Tax Parcel # 115-01-60, now or formerly owned by Rochester Gas & Electric Corporation;

1. Thence northeasterly, along the southerly limits of the Village of Mount Morris, an approximate distance of 129-feet $\pm$ to the northeast corner of Tax Parcel # 116-01-60;
2. Thence southeasterly, along the boundaries of Tax Parcel # 115-01-60, an approximate distance of 362-feet $\pm$ to an angle point;
3. Thence southeasterly, along the northeasterly boundary of said parcel, to a point 300-feet distant measured at right angles from the northeasterly right-of-way boundary of NYS Route 36;
4. Thence southeasterly, through Tax Parcels # 115-01-57.2 and # 115-01-58, running parallel to, and 300-feet northeasterly from the northeasterly right-of-way boundary of NYS Route 36, an approximate distance of 3,778-feet $\pm$ to a point on the northerly boundary of Tax Parcel # 115-01-67.112;
5. Thence easterly, an approximate distance of 136-feet $\pm$ to the northeast corner of Tax Parcel # 115-01-67.112;

6. Thence southeasterly, an approximate distance of 496-feet $\pm$ to the southeast corner of Tax Parcel # 115-01-67.112;
7. Thence southwesterly, along the southerly boundary of Tax Parcel # 115-01-67.112, and continuing on the extension of said boundary, through Tax Parcel # 115-01-60, an approximate distance of 628-feet $\pm$ to the northeasterly right-of-way boundary of NYS Route 36;
8. Thence southeasterly, along said right-of-way boundary, an approximate distance of 362-feet $\pm$ to a point on the northeasterly extension of the southerly boundary of Tax Parcel # 115-01-67.12;
9. Thence southwesterly, crossing NYS Route 36 and running along the southerly boundary of Tax Parcel # 115-01-67.12, an approximate distance of 437-feet $\pm$ to the southwest corner of said parcel;
10. Thence northwesterly, along the westerly boundary of Tax Parcel # 115-01-67.12, an approximate distance of 213-feet $\pm$ to the northwest corner of said parcel;
11. Thence southwesterly, an approximate distance of 95-feet $\pm$ to the southeast property corner of Tax Parcel # 115-01-64;
12. Thence westerly, an approximate distance of 132-feet $\pm$ to an angle point, and continuing an approximate distance of 475-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-64;
13. Thence northwesterly, an approximate distance of 603-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-64;
14. Thence along the northerly boundary of said parcel, an approximate distance of 90-feet $\pm$ to a point, continuing an approximate distance of 501-feet $\pm$ to a point, continuing an approximate distance of 228-feet $\pm$ to a point, and continuing an approximate distance of 48-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-62;
15. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-62 and # 115-01-61, an approximate distance of 408-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-61;
16. Thence northwesterly, through Tax Parcel # 115-01-83, an approximate distance of 450-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-84;
17. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-84 and # 115-01-53, an approximate distance of 294-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-53;
18. Thence northwesterly, through Tax Parcel # 115-01-41, an approximate distance of 852-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-51;
19. Thence northwesterly, along the westerly boundary of Tax Parcel # 115-01-51, an approximate distance of 109-feet $\pm$, to the southerly boundary of Tax Parcel # 115-01-50;

20. Thence southwesterly, along the southerly boundary of Tax Parcel # 115-01-50, an approximate distance of 26-feet $\pm$, to the southwest corner of said parcel;
21. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-50 and # 115-01-49, an approximate distance of 245-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-49 at the southerly boundary of the 30-foot access right-of-way;
22. Thence southwesterly, along the southerly boundary of the 30-foot access right-of-way, an approximate distance of 147-feet $\pm$, to the northeast corner of Tax Parcel # 115-01-85;
23. Thence southeasterly, an approximate distance of 175-feet $\pm$ to the southeast corner of Tax Parcel # 115-01-85;
24. Thence southwesterly, an approximate distance of 150-feet $\pm$ to the southwest corner of Tax Parcel # 115-01-85;
25. Thence northwesterly, an approximate distance of 175-feet $\pm$ to the northwest corner of Tax Parcel # 115-01-85 at the southerly boundary of the 30-foot access right-of-way;
26. Thence northwesterly, across the 30-foot access right-of-way, and along the westerly boundary of Tax Parcel # 115-01-48, an approximate distance of 205-feet $\pm$, to the northwest corner of said parcel;
27. Thence northeasterly, an approximate distance of 150-feet $\pm$, to the northeast corner of said parcel;
28. Thence southeasterly, an approximate distance of 175-feet $\pm$, to the southeast corner of said parcel at the northerly boundary of the 30-foot access right-of-way;
29. Thence northeasterly, along the northerly boundary of the 30-foot access right-of-way, an approximate distance of 158-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-47;
30. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-47, # 115-01-46, # 115-01-45, and # 115-01-44, an approximate distance of 468-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-44;
31. Thence southwesterly, along the southerly boundaries of Tax Parcels # 115-01-43, # 115-01-42, and # 115-01-41, an approximate distance of 363-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-41;
32. Thence northwesterly, an approximate distance of 495-feet $\pm$, to the northwest corner of said parcel;
33. Thence northeasterly, along the southerly highway boundary of Begole Road and the northerly boundary of Tax Parcel # 115-01-41, an approximate

- distance of 295-feet $\pm$, to a point on the southeasterly extension of the westerly boundary of Tax Parcel # 115-01-36;
34. Thence northwesterly, across Begole Road, and along the westerly boundary of Tax Parcel # 115-01-36, an approximate distance of 202-feet $\pm$, to the northwest corner of said parcel;
 35. Thence northeasterly, along the northerly boundary of said parcel, an approximate distance of 18-feet $\pm$, to a southwest corner of Tax Parcel # 115-01-34;
 36. Thence northwesterly, along a westerly boundary of Tax Parcel # 115-01-34, an approximate distance of 34-feet $\pm$, to a southerly boundary of said parcel;
 37. Thence southwesterly, along a southerly boundary of Tax Parcel # 115-01-34, an approximate distance of 125-feet $\pm$, to the southwest corner of said parcel;
 38. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-34, # 115-01-33, and # 115-01-81.2, an approximate distance of 382-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-81.2;
 39. Thence northeasterly, along the northerly boundary of Tax Parcel # 115-01-81.2, an approximate distance of 113-feet $\pm$, to a southwest corner of Tax Parcel # 115-01-31;
 40. Thence along the boundaries of Tax Parcel # 115-01-31, northwesterly an approximate distance of 118-feet $\pm$, southwesterly an approximate distance of 108-feet $\pm$, and northwesterly an approximate distance of 224-feet $\pm$, to the northwest corner of said parcel on the southerly corporation limits of the Village of Mount Morris;
 41. Thence northeasterly, along said Village line, and along the northerly boundaries of Tax Parcels # 115-01-31 and # 115-01-30, an approximate distance of 222-feet $\pm$, to a point on the southwesterly highway right-of-way boundary of NYS Route 36;
 42. Thence northeasterly, across NYS Route 36, an approximate distance of 122-feet $\pm$, to the point of beginning.

Exhibit 5

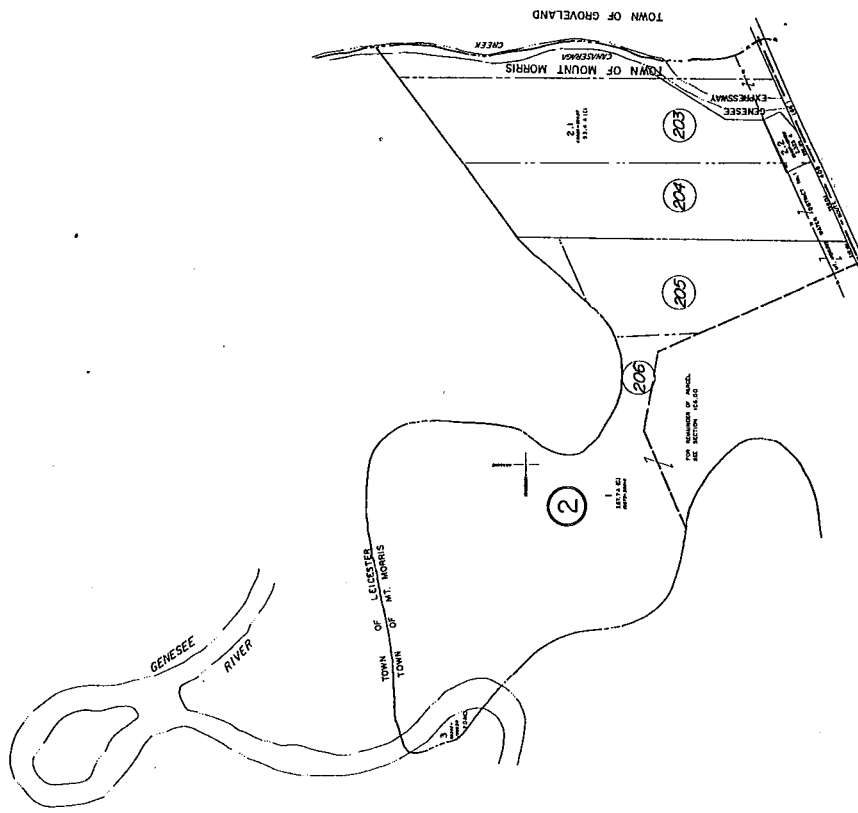
(Sewer District 1 Database & Tax Maps)



FWA Job No. 2000.002

Town of Mt Morris
Sanitary Sewer District 1 Formation
Tax Map 098-01 - EDU Matrix

Tax Map No.								
Map	Block	Parcel	Owner	Building Number	Property Street	Land Use	Observed Use	Edu Value
98.00	2	1.	SHAKER BURCE (SHAKER FARM CORP)	3034	Route 408	Field Crops	Farm Land	1.0
98.00	2	2.1	BRADY FARMS INC	5279	Route 408	Agricultural Vacant Land	Farm Land	0.0
98.00	2	2.2	THOMPSON NEIL & MEHTA MOHAMMAD T	5279	Route 408	Multiple Use or Multipurpose	3-Small Businesses	4.5
							Total:	5.5

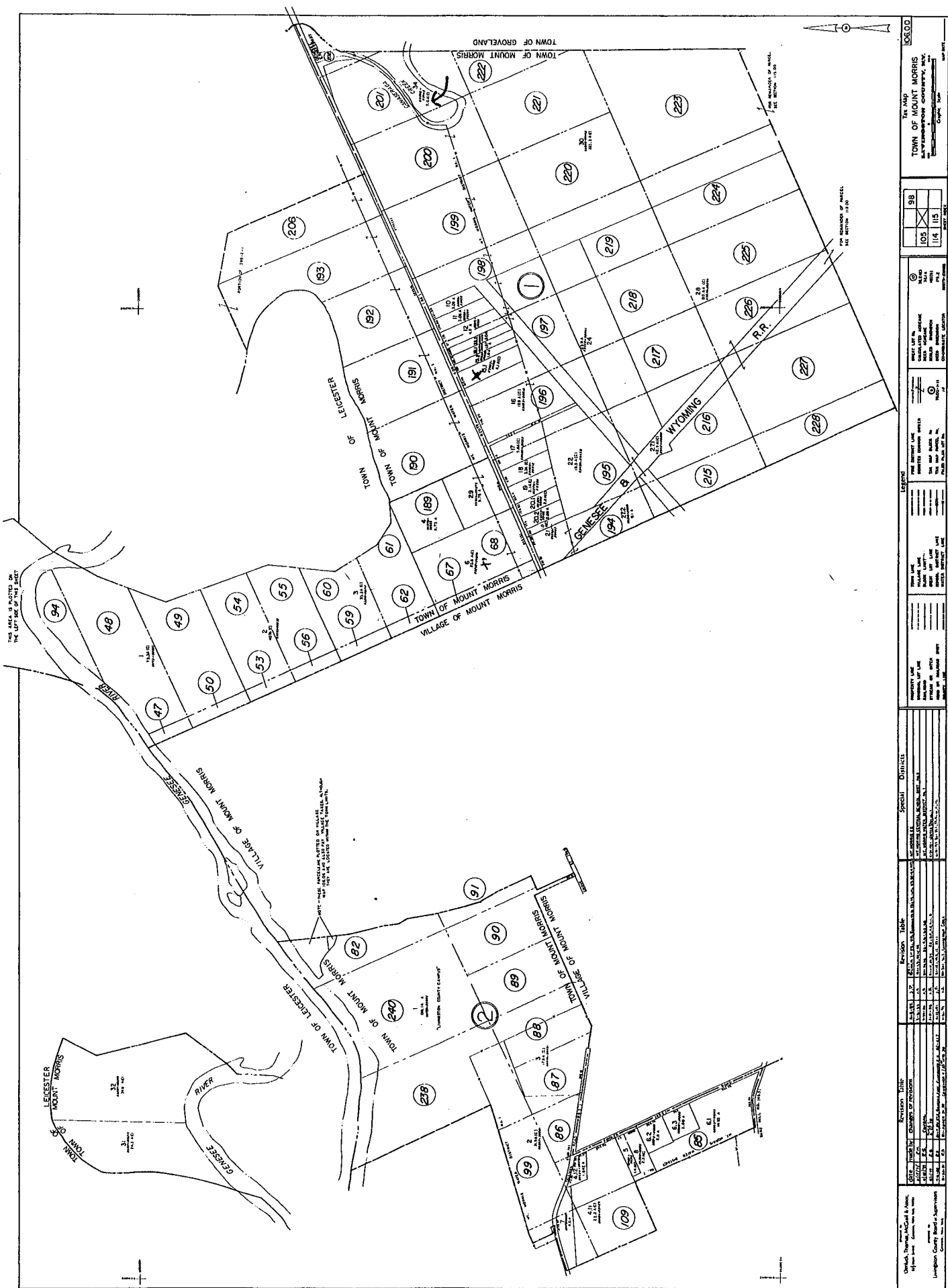


Prepared by Date Drawn by Date Checked by Date Approved by Date		Revision Date Description		Special Districts 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.		Legend 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.		Title Map TOWN OF MOUNT MORRIS LIVINGSTON COUNTY, NY 106	
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Town of Mt Morris
Sanitary Sewer District 1 Formation
Tax Map 106-01 - EDU Matrix

Tax Map No.		Parcel		Owner	Building Number	Property Street	Land Use	Observed Use	EDU Value
Map	Block	Block	Parcel						
106.00	1	6.		BRADY FARMS INC		Route 408	Agricultural Vacant Land	Farm Land	*NS
106.00	1	10.		OSMOND FREDERICK C &	3158	Route 408	One-Family Residence	1-Residence + 1 Beauty Salon	2.5
106.00	1	11.		DONEGAN MARY ANN		Route 408	Vacant Land (Residential)	Vacant	0.0
106.00	1	12.		FLENDER JOAN	3142	Route 408	Two-Family Residence	2-Commercial Office's	3.0
106.00	1	15.1		ROLISON JEFF		Route 408	Vacant Land (Residential)	Vacant	0.0
106.00	1	15.2		OSMOND BABBIE		Route 408	Multiple Use or Multipurpose	1-Sm Commercial Bldg (Currently Vacant)	1.5
106.00	1	16.		CIPRIANO BROS INC	3078	Route 408	Rural Residence W/Acreage	1-Residence	*NS
106.00	1	17.		DONEGAN MARY ANN	3076	Route 408	One-Family Residence	1-Residence	*NS
106.00	1	18.		R-NET CORP	3064	Route 408	Communication	1-Commercial Office	*NS
106.00	1	19.		R-NET CORP		Route 408	Vacant Land (Residential)	Vacant	*NS
106.00	1	20.1		DONEGAN MARY ANN		Route 408	Vacant Land (Residential)	Vacant	*NS
106.00	1	20.2		DONEGAN JAMES J	3038	Route 408	One-Family Residence	1-Residence	*NS
106.00	1	21.		BRADY SCOTT	3034	Route 408	One-Family Residence	1-Residence	*NS
106.00	1	29.		DEGRAFF EARL & CHARLOTTE		Route 408	Vacant (Agricultural)	Vacant	*NS
106.00	1	30.		BRADY MYRON (BRADY FARMS INC)	3292	Route 408	Truck Crops - Not Mucklands	arm Land + 1-Residence	1.0
106.00	1	33.1		RANALLETTE SAMUEL K	3122	Route 408	Car Dealership	Used Car Lot	1.5
106.00	1	33.2		BENSON WILLIAM	3134	Route 408	Multiple Use or Multipurpose	3-Sm Businesses	4.5
Total:									14.0

*NS= No Service (area within proposed district zoned no service)



Sanitary Sewer District 1 Formation
Tax Map 115-01 - EDU Matrix

Tax Map No.		Parcel		Owner		Building Number	Property Street	Land Use	Observed Use	Current EDU Value
Map	Loc	Parcel	Owner							
115.00	1	30.	ADONNINO BROTHERS INC				Route 36	Gas Station	8-Bay garage	1.50
115.00	1	31.	ADONNINO FRANK		6408		Route 36	Two-Family Residence	2-Residences	2.00
115.00	1	33.	JACKSON STANLEY J		6426		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	34.	RADESI LILLIAN MAE		6434		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	36.	RADESI ANTHONY D JR		6452		Begole Road	One-Family Residence	1-Residence	1.00
115.00	1	41.	LOVERDI PROPERTIES INC		6455		Begole Road	Condominium/Townhouses	9-Apartments	1.00
115.00	1	42.	ESTRUCH-SHARMAN LAURIE		6460 / 6456		Route 36	Motel / One-family Resident	Motel (24 rooms + office) + 1-Residence	9.00
115.00	1	43.	LOWERY JAMEY		6466		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	44.	FIRST FORCLOSURE		6472		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	45.	CHIAPPONE JOSEPHINE P		6478		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	46.	STOCKING CLIFFORD		6484		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	47.	LONCAO ANN MARIE		6488		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	48.	TUBBS D JAMES & WF		6492		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	49.	BUCHANAN ANDREW JR &		6502		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	50.	ANDREWS VIRGINIA M		6506		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	51.	ZANGERLE ROBERT C &		6508		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	52.	TUBBS DANIEL J SR		6514		Route 36	Manufacturing & Processing	4-Bay garage	1.50
115.00	1	53.	SPENCER RICHARD L		6544		Route 36	Agricultural Dairy w/One-Family Residence	Livestock & Farmland + 1-Residence	1.00
115.00	1	54.	LEACH RICHARD J		6548		Route 36	Multiple Residences	4-Residences	4.00
115.00	1	57.2	GEORGE VINCENT R ET AL				Route 36	Two-Family Residence	2-Residences	2.00
115.00	1	58.	DONOVAN JOHN				Route 36	Agricultural Vacant Land	Farm Land	0.00
115.00	1	61.	HILL EARL F JR & DONNA M		6576		Route 36	Agricultural Vacant Land	Farm Land	0.00
115.00	1	62.	ALLEN DONALD M JR		6584		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	63.	SATTORA CLARK E		6596		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	64.1	DIGIOIA FLORENCE M		6598		Route 36	Rural Residence W/Acreage	1-Residence	1.00
115.00	1	64.2	DIGIOIA DAVID		6602		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	66.11	CLARK RAYMOND E		6626		Route 36	Agricultural Field Crops w/One-Family Residence	Farm Land + 1 residence	1.00
115.00	1	67.111	COATS STEPHEN J & DEANNA		6623		Route 36	Mobile Home	1-Residence	1.00
115.00	1	67.112	BREWER MAUREEN MICHELLE		6583		Route 36	One-Family Residence	1-Residence	1.00
115.00	1	67.12	BASSETT KEVIN		6624		Route 36	One-Family Residence	1-Residence	1.00

OWN of 1001 1001
Sanitary Sewer District 1 Formation
Tax Map 115-01 - EDU Matrix

Tax Map No.								
Map	Loc	Parcel	Owner	Building Number	Property Street	Land Use	Observed Use	Current EDU Value
115.00	1	68	COHEN LESLIE G		Route 36	Agricultural Vacant Land	Farm Land	0.00
115.00	1	81.2	JACKSON STANLEY J	6416	Route 36	One-Family Residence	1-Residence	1.00
115.00	1	83.	DONOVAN JOHN		Route 36	Agricultural Vacant Land	Farm Land	0.00
115.00	1	84.	CASTEEL STEVEN M & RITA	6546 & 6546A	Route 36	Multiple Residences	2-Residences	2.00
115.00	1	86.	COX TIMOTHY R &	6498	Route 36	Mobile Home	1-Residence	1.00
							Total:	53.00

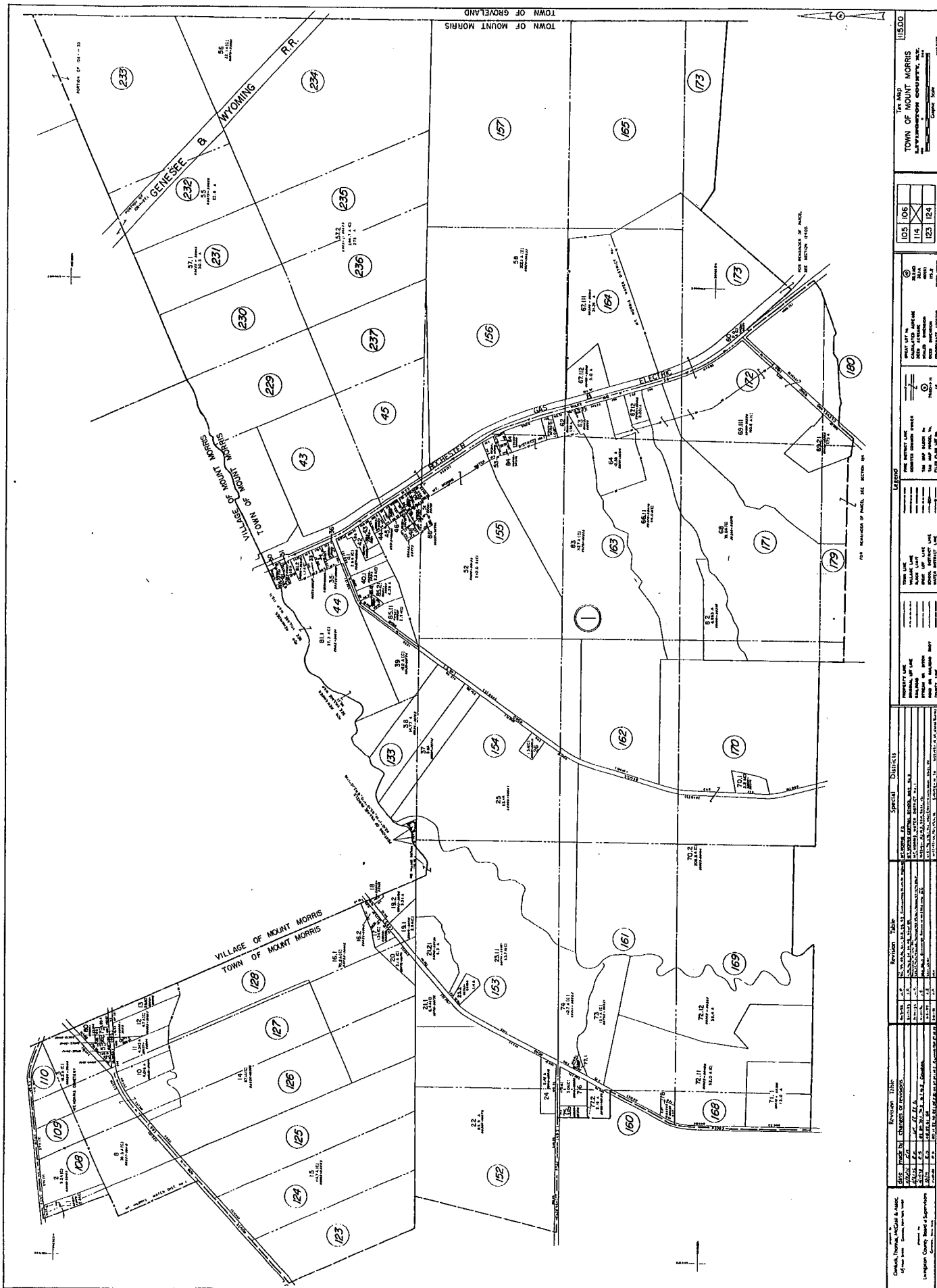
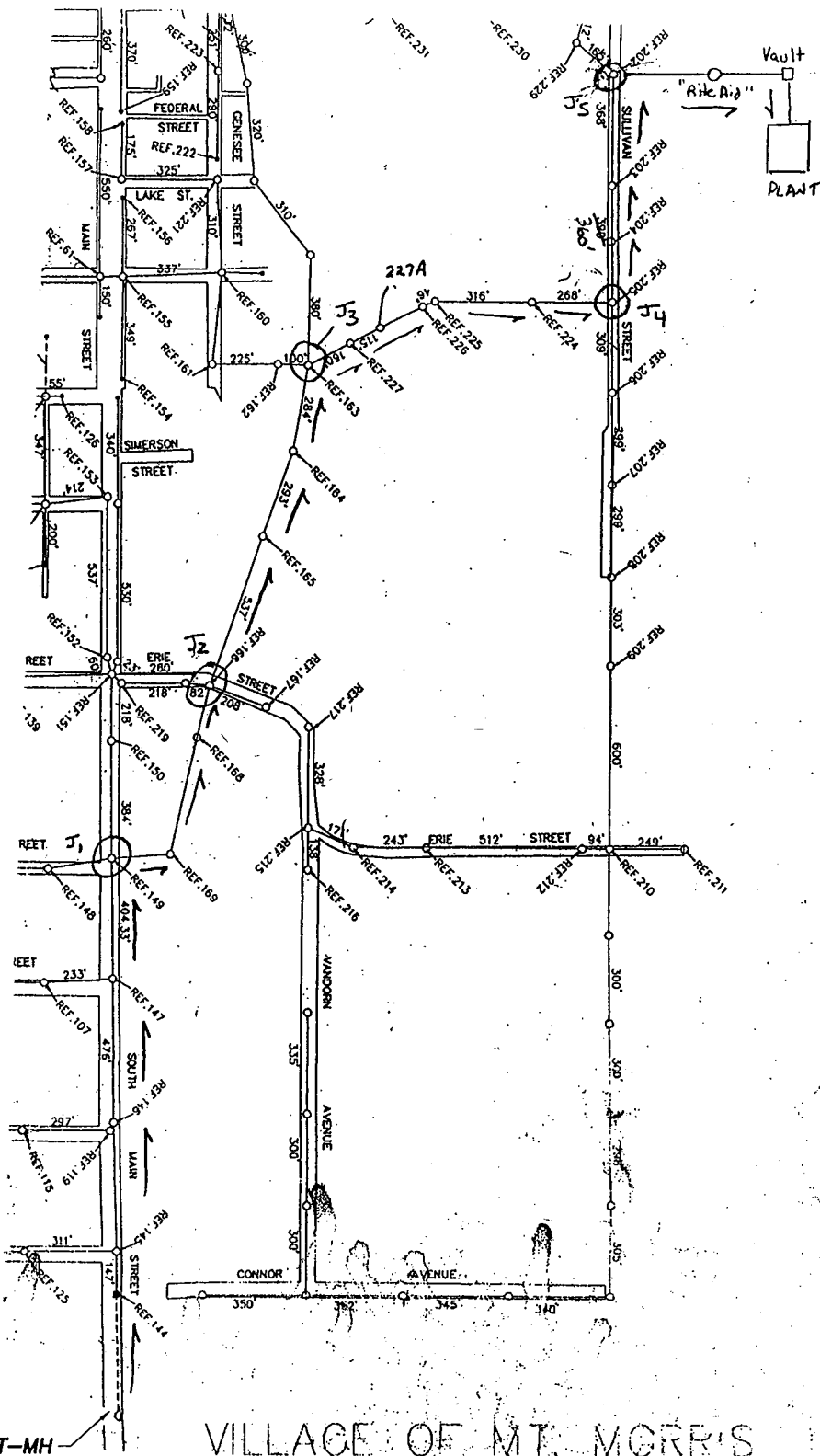


Exhibit 6

(Village Record Sanitary Sewer Map & Manhole Sketches)



FWA Job No. 2000.002



LIGHT-MH

VILLAGE OF MT. MORRIS

PREPARED BY:



Fraser-Willey & Associates, P.C.

ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

PROJECT: TOWN OF MOUNT MORRIS
SANITARY SEWER DISTRICT 1
NYS ROUTE 36
LIVINGSTON COUNTY, NY

CLIENT: TOWN OF MOUNT MORRIS
103 MAIN STREET
MOUNT MORRIS, NY 14510

DRAWING: VILLAGE RECORD SANITARY
SEWER SYSTEM MAP

JOB NO:

00-002

SCALE:

N.T.S.

PAGE:

1 of 1

Exhibit 7

(Existing Conveyance System Capacity Calculations)



FWA Job No. 2000.002



FRASER-VESPER & ASSOCIATES, P.C.
ENGINEERING • ARCHITECTURE • LAND SURVEYORS
102 Court Street
GENESEO, NY 14454
(716) 243-0320 FAX (716) 243-0373

JOB 2000.002 T/O Mt. Morris

SHEET NO. _____ OF _____

CALCULATED BY BB DATE 02/06/01

CHECKED BY _____ DATE _____

SCALE _____

M/H	N. Rim elev.	↳ to inv.	INV.	L.F.	SLOPE%	MAT'L E DIA.	~ FLOW (CFS)
LIGHT	604.78	4.43	600.35	398.5'	0.63		
144	604.36	6.52	597.84	147.5'	0.49		
145	603.61	6.53	597.08	403'	0.38		
146	602.58	7.02	595.56	473'	0.43		
147	601.42	7.88	593.54	402'	0.36	8" CLAY	0.49
149	600.52	8.43	592.09	12'	0.42		*
149A	600.74	9.16	591.58	202	0.28	C.P.	0.49
169	598.99	7.97	591.02	569	0.32 (E)		
168 ①	--	--	--				
166	606.54	17.32	589.22	537	0.32		*
165	597.88	10.40	587.48	577	0.28 (E)	12" CLAY	1.14
164 ②	--	--	--				
163	597.80	11.95	585.85	139	1.00		*
227	589.96	inlet 5.5 outlet 13.74	584.46 576.22	160	6.75		
227A	570.13	4.71 V/O	565.42	117	1.10		
226	568.71	4.58	564.13	46	0.80		
225	568.26	4.50 V/O	563.76	316	0.17	C.P.	2.31
224	567.03	3.81 V/O	563.22	268	0.27	15" CLAY	*
205	567.68	5.19	562.49	360	6.14	C.P.	2.64
203	565.86	3.87	561.99	368	0.41		*
202	566.41	5.93	560.48	300	0.12	C.P.	3.18
"Rite-Aid" rim & cover loose			560.12	79	0.29	18" CLAY	
VAULT	566.49	6.60	559.89				
① -	buried under	Fill S. of Erie St.	} E - Estimate				
② -	buried under	debris					
J _x -	Junction						
C.P. -	Critical Pipe						
S _x -	Section						
x -	Number						

FULL FLOW SEWER CAPACITY CALCULATOR

Town of Mt. Morris
Sanitary District 1
Job No. 00-002

FORMULA: $Q = 1.486/n * (R^{.666}) * (S^{.5}) * A$

FROM MH	TO MH	Q (cfs)	SIZE (in)	n	SLOPE (%)	LENGTH (ft)	FULL FLOW		TIME OF FLOW (min.)	CAPACITY CHECK
							FULL FLOW Q (cfs)	VELOCITY (fps)		
147	149	0.49	8	0.013	0.36	402	0.73	2.08	3.23	OK
149A	169	0.49	12	0.013	0.28	202	1.89	2.40	1.40	OK
165	163	1.15	12	0.013	0.28	577	1.89	2.40	4.01	OK
225	224	2.34	15	0.013	0.17	316	2.66	2.17	2.43	OK
205	203	2.68	15	0.013	0.14	360	2.42	1.97	3.05	FIX
202	"Rite Aid"	3.22	18	0.013	0.12	300	3.64	2.06	2.43	OK

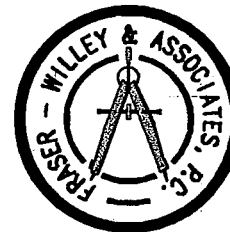
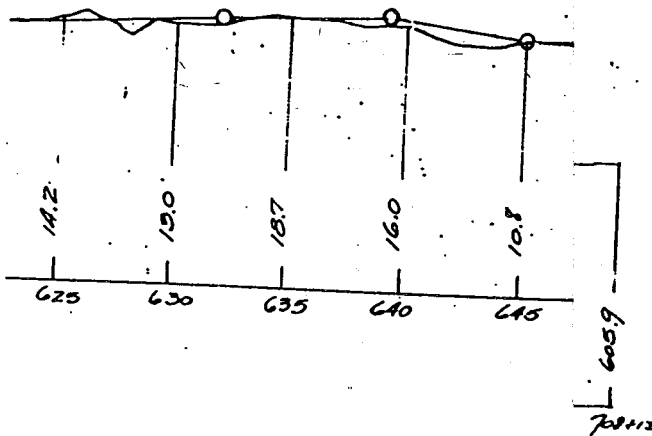
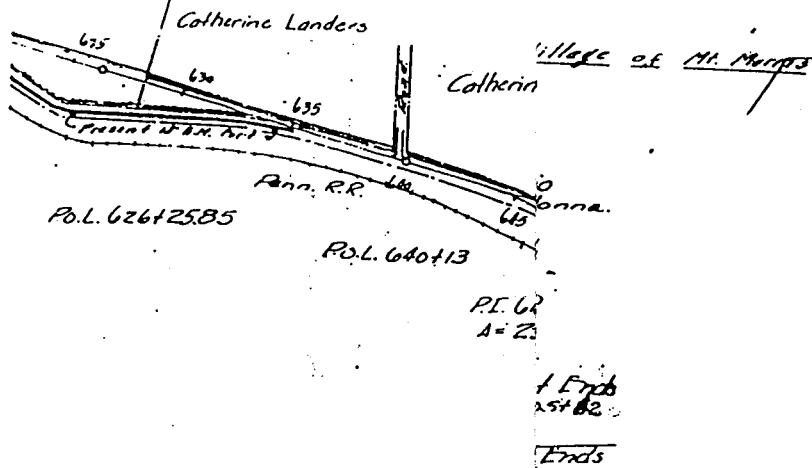
Exhibit 8

(NYS DOT Record Road Plan & Profile)



FWA Job No. 2000.002

Snyder Pk. Co.



Fraser-Willey & Associates, P.C.
ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

Project:

**TOWN OF MT. MORRIS
SANITARY SEWER
DISTRICT 1 FORMATION**

Location:

**NYS ROUTE 36 - SECTION 2
TOWN OF MT. MORRIS
LIVINGSTON COUNTY, NEW YORK**

Client:

**TOWN OF MT. MORRIS
103 MAIN STREET
MT. MORRIS, NY 14510
Phone: (716) 658-2730**

Drawing:

**DOT RECORD ROAD PLAN
& PROFILE
SEWER DISTRICT 1, SECTION 2**

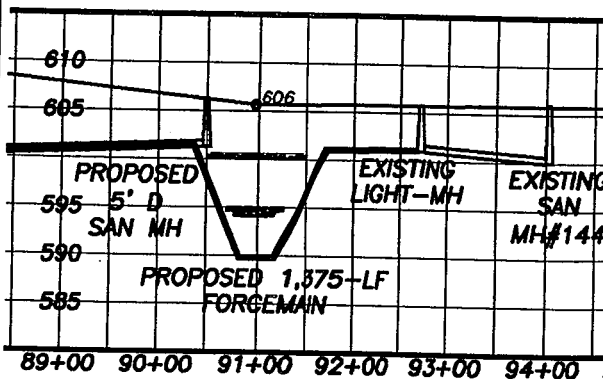
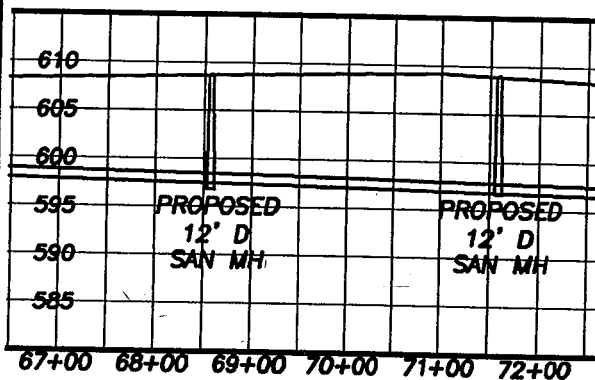
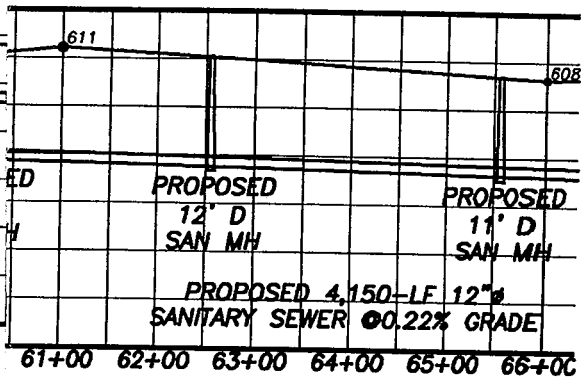
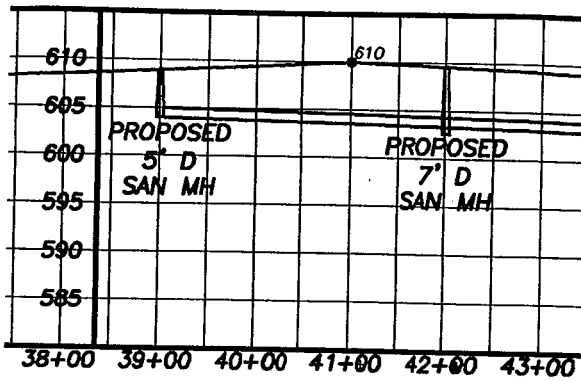
Date:	Drawn By:	Job No.:
11-22-00	GTG	00-002
Scale:	Checked By:	Sheet:
N.T.S.	GTG	1 of 1

Exhibit 9

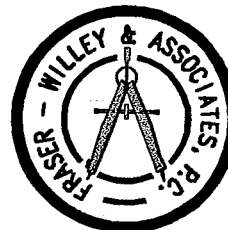
(Schematic Sewer Plan & Profile)



FWA Job No. 2000.002



APPROXIMATE CENTERLINE
OF BUCK RUN CREEK
STA. 1+45.89



Fraser-Willey & Associates, P.C.
ENGINEERING, ARCHITECTURE, & LAND SURVEYING

102 COURT STREET, GENESEO, NEW YORK 14454
PHONE: (716) 243-0320 FAX: (716) 243-0373

Project:

**TOWN OF MT. MORRIS
SANITARY SEWER
DISTRICT 1 FORMATION**

Location:

**NYS ROUTE 38 - SECTION 2
TOWN OF MT. MORRIS
LIVINGSTON COUNTY, NEW YORK**

Client:

**TOWN OF MT. MORRIS
103 MAIN STREET
MT. MORRIS, NY 14510
Phone: (716) 658-2730**

Drawing:

**SCHEMATIC SEWER PLAN
SEWER DISTRICT 1, SECTION 2**

Date: 11-22-00	Drawn By: GTG	Job No.: 00-002
Scale: 1" = 200'	Checked By: GTG	Sheet: 2 of 2

Exhibit 10

(Pump Station Calculations, Data & Standard Details)



FWA Job No. 2000.002

SIEWERT EQUIPMENT COMPANY

=====SYSTEM HEAD CURVE=====

FIRST PIPE SIZE....

PIPE I.D. INCHES: 3
EQUIVALENT LENGTH IN FT: 38

C FACTOR OF PIPE: 120
STATIC HEAD IN FEET: 18.61

SYSTEM HEAD POINTS

GPM	TDH	FPS
0	18.61	0
50	18.98468	2.269444
100	19.96072	4.538889
150	21.46979	6.808333
200	23.47935	9.077778
250	25.96791	11.34722

SECOND PIPE SIZE....

PIPE I.D. INCHES: 4
EQUIVALENT LENGTH IN FT: 75

C FACTOR OF PIPE: 120
STATIC HEAD IN FEET: 0

SYSTEM HEAD POINTS

GPM	TDH	FPS
0	0	0
50	.1824098	1.276562
100	.6575875	2.553125
150	1.392267	3.829687
200	2.370604	5.10625
250	3.58214	6.382813

THIRD PIPE SIZE....

PIPE I.D. INCHES: 4
EQUIVALENT LENGTH IN FT: 1265

C FACTOR OF PIPE: 120
STATIC HEAD IN FEET: -8.9

SYSTEM HEAD POINTS

GPM	TDH	FPS
0	-8.9	0
50	-5.823355	1.276562
100	2.19131	2.553125
150	14.5829	3.829687
200	31.08419	5.10625
250	51.51877	6.382813

===== TOTAL DYNAMIC HEAD =====

GPM	TDH
0	9.710001
50	13.34373
100	22.80962
150	37.44496
200	56.93415
250	81.06882

=====

<<<<PROGRAM COMPLETED>>>>

NPSH/REPRIME CALCULATION

LOCATION: TOWN OF Mt MAZUS

ENGINEER: FRASER & VESPER

1) TOTAL SUCTION LIFT

A) STATIC SUCTION LIFT

1) TOTAL STRAIGHT PIPE

2) No. of _____ Elbows @ _____ Ft. = _____ Ft.

3) No. of _____ Elbows @ _____ Ft. = _____ Ft.

4) No. of _____ Valves @ _____ Ft. = _____ Ft.

TOTAL EQUIV. STRAIGHT PIPE = _____ Ft.

18.4 Ft.

135

G.P.M. = 216 FT. LOSS/100' X 4.3F X 0.71 (C= 120) =

0.6 Ft.

TOTAL DYNAMIC SUCTION LIFT =

24.2 Ft.

2) N.P.S.H. @ 135 G.P.M.

A) TOTAL ATMOSPHERIC PRESSURE @ SEA LEVEL

B) DEDUCTIONS:

33.9 Ft.

1) TOTAL DYNAMIC SUCTION LIFT

24.2 Ft.

2) N.P.S.H. REQUIRED BY PUMP

4 Ft.

3) ALTITUDE CORRECTION

0.6 Ft.

4) SAFETY FACTOR

2.0 Ft.

5) VAPOR PRESSURE

1.0 Ft.

N.P.S.H. REQUIRED =

27.8

27.8 Ft.

N.P.S.H. EXCESS @ 135 G.P.M. = 6.09 Ft. (with 3 Ft. Safety Factor)

PUMP DATA

WET WELL DATA

135 G.P.M. @ 31 T.D.H.

7343-B MODEL

SUCTION CENTER LINE

609.90

GRADE

608.00

INVERT

594.86

HIGH WATER ALARM

LAG PUMP ON

LEAD PUMP ON

593.86

PUMPS OFF

591.29

BOTTOM WET WELL

589.79

FORCE MAIN DATA

NOTES:

4" Size of F.M.

1265 Equivalent Length of F.M.

STATION High Point F.M.

601.0 Discharge E.L. F.M. (4.91)

4" Size Pump Station Piping

75 Equivalent Length P.S. Piping

March 10, 1993 11:37am jls

B:FORMSIGNPSH.KJR

Model T3A-B Size 3" x 3"

Imp. Dia. 8 3/4"

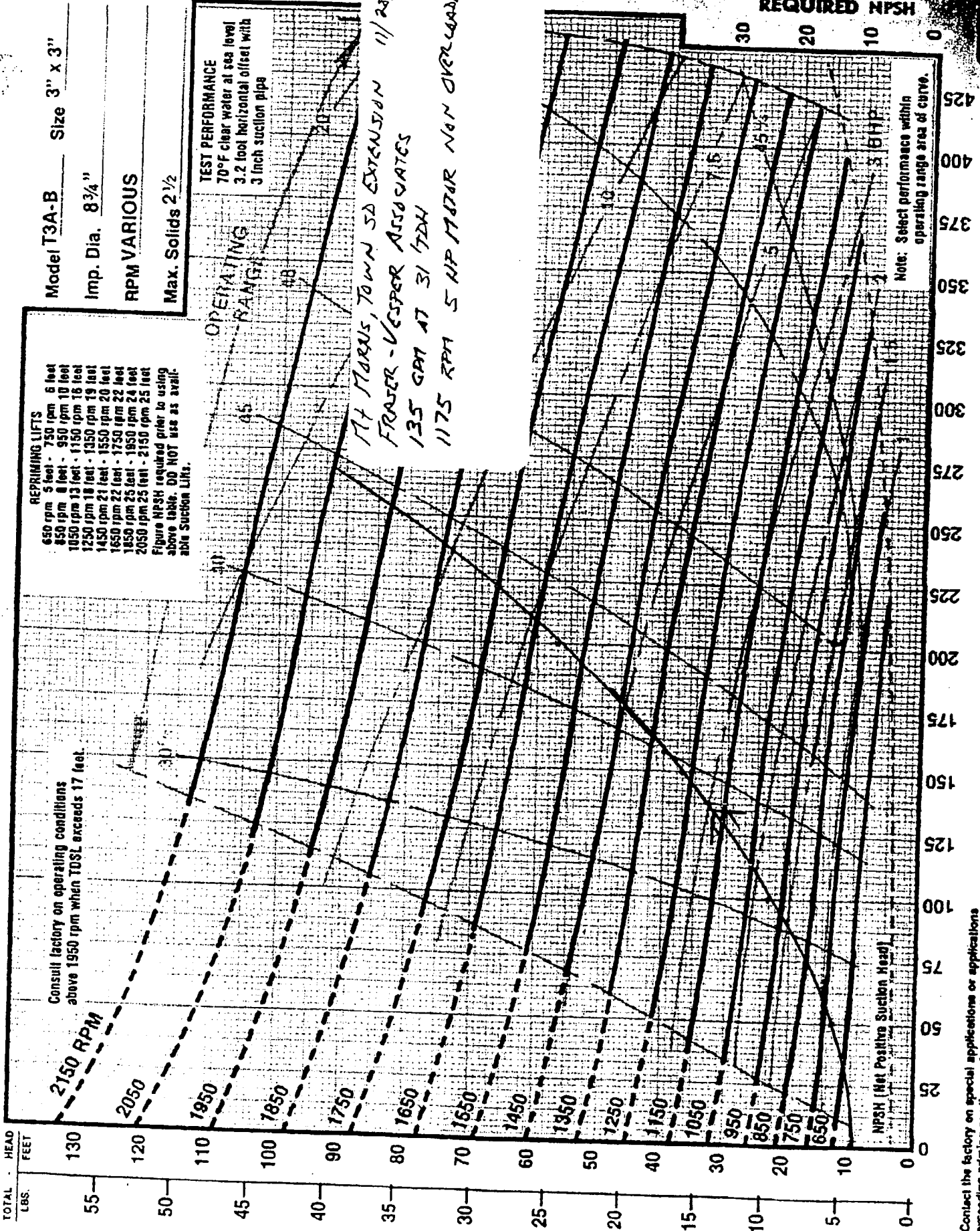
RPM VARIOUS

Max. Solids 2 1/2"

TEST PERFORMANCE
70°F clear water at sea level
3.2 foot horizontal offset with
3 inch suction pipe

REPRIMING LIFTS
650 rpm 5 feet - 750 rpm 8 feet
850 rpm 8 feet - 950 rpm 10 feet
1050 rpm 13 feet - 1150 rpm 15 feet
1250 rpm 18 feet - 1350 rpm 19 feet
1450 rpm 21 feet - 1550 rpm 20 feet
1650 rpm 22 feet - 1750 rpm 22 feet
1850 rpm 25 feet - 1950 rpm 24 feet
2050 rpm 25 feet - 2150 rpm 25 feet
Figure NPSH required prior to using
above table. DO NOT use as avail-
able Suction Lifts.

Consult factory on operating conditions
above 1950 rpm when TDCL exceeds 17 feet.



Note: Select performance within
operating range area of curve.

U.S. GALLONS PER MINUTE

Contact the factory on special applications or applications
exceeding ordinaries or other manufacturers limitations indicated

ITEM	DESCRIPTION	QTY	UNIT
1	STANDBY RIGHT HAND DRIVE UNIT	1	EA
2	STANDBY T3A-B PUMP	1	EA
3	STANDBY T3A-B PUMP	1	EA

ITEM	DESCRIPTION	QTY	UNIT
1	STANDBY RIGHT HAND DRIVE UNIT	1	EA
2	STANDBY T3A-B PUMP	1	EA
3	STANDBY T3A-B PUMP	1	EA
4	STANDBY T3A-B PUMP	1	EA
5	STANDBY T3A-B PUMP	1	EA
6	STANDBY T3A-B PUMP	1	EA
7	STANDBY T3A-B PUMP	1	EA
8	STANDBY T3A-B PUMP	1	EA
9	STANDBY T3A-B PUMP	1	EA
10	STANDBY T3A-B PUMP	1	EA
11	STANDBY T3A-B PUMP	1	EA
12	STANDBY T3A-B PUMP	1	EA
13	STANDBY T3A-B PUMP	1	EA
14	STANDBY T3A-B PUMP	1	EA
15	STANDBY T3A-B PUMP	1	EA
16	STANDBY T3A-B PUMP	1	EA
17	STANDBY T3A-B PUMP	1	EA
18	STANDBY T3A-B PUMP	1	EA
19	STANDBY T3A-B PUMP	1	EA
20	STANDBY T3A-B PUMP	1	EA

ITEM	DESCRIPTION	QTY	UNIT
1	STANDBY RIGHT HAND DRIVE UNIT	1	EA
2	STANDBY T3A-B PUMP	1	EA
3	STANDBY T3A-B PUMP	1	EA
4	STANDBY T3A-B PUMP	1	EA
5	STANDBY T3A-B PUMP	1	EA
6	STANDBY T3A-B PUMP	1	EA
7	STANDBY T3A-B PUMP	1	EA
8	STANDBY T3A-B PUMP	1	EA
9	STANDBY T3A-B PUMP	1	EA
10	STANDBY T3A-B PUMP	1	EA
11	STANDBY T3A-B PUMP	1	EA
12	STANDBY T3A-B PUMP	1	EA
13	STANDBY T3A-B PUMP	1	EA
14	STANDBY T3A-B PUMP	1	EA
15	STANDBY T3A-B PUMP	1	EA
16	STANDBY T3A-B PUMP	1	EA
17	STANDBY T3A-B PUMP	1	EA
18	STANDBY T3A-B PUMP	1	EA
19	STANDBY T3A-B PUMP	1	EA
20	STANDBY T3A-B PUMP	1	EA

ITEM	DESCRIPTION	QTY	UNIT
1	STANDBY RIGHT HAND DRIVE UNIT	1	EA
2	STANDBY T3A-B PUMP	1	EA
3	STANDBY T3A-B PUMP	1	EA
4	STANDBY T3A-B PUMP	1	EA
5	STANDBY T3A-B PUMP	1	EA
6	STANDBY T3A-B PUMP	1	EA
7	STANDBY T3A-B PUMP	1	EA
8	STANDBY T3A-B PUMP	1	EA
9	STANDBY T3A-B PUMP	1	EA
10	STANDBY T3A-B PUMP	1	EA
11	STANDBY T3A-B PUMP	1	EA
12	STANDBY T3A-B PUMP	1	EA
13	STANDBY T3A-B PUMP	1	EA
14	STANDBY T3A-B PUMP	1	EA
15	STANDBY T3A-B PUMP	1	EA
16	STANDBY T3A-B PUMP	1	EA
17	STANDBY T3A-B PUMP	1	EA
18	STANDBY T3A-B PUMP	1	EA
19	STANDBY T3A-B PUMP	1	EA
20	STANDBY T3A-B PUMP	1	EA

STANDBY
RIGHT HAND DRIVE UNIT
T3A-B, 3" X 4" X 4"
AS SHOWN

4622061004

THE OGDEN-BUFF CO.
STANDBY T3A-B PUMP

DATE: 10-2-82

46125-055

WL-03102 D

THIS IS WHAT THE COUNTY
ORDERS THAT THE VILLAGE
IS GOING TO MAINTAIN

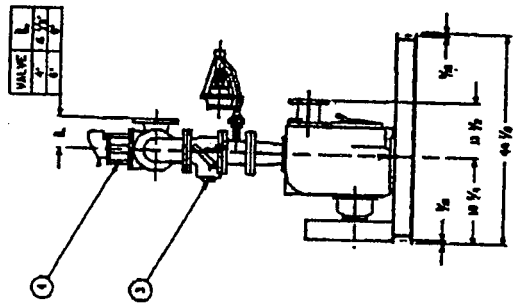
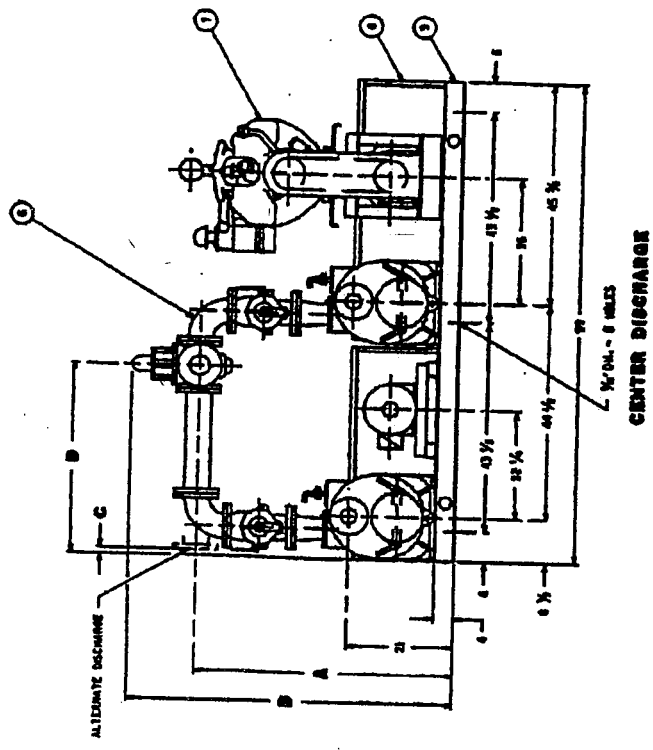
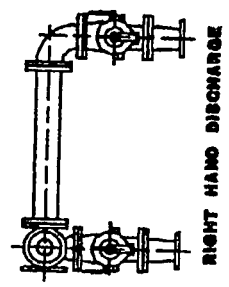
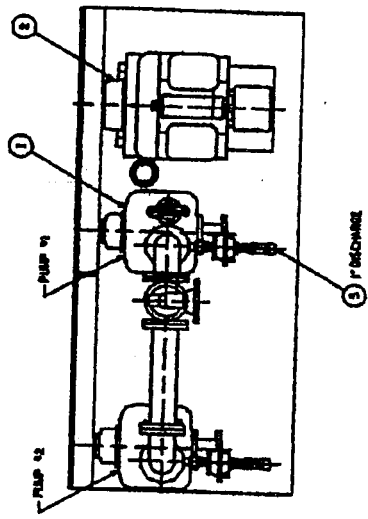


Exhibit 11

(Project Design & Construction Cost Estimate)



FWA Job No. 2000.002

Item	Unit	Unit Price	Quantity	Total Cost
Gravity Sewer Main, 8"	linear feet	\$32.00	1,000	\$32,000.00
Gravity Sewer Main, 12"	linear feet	\$38.00	4,150	\$157,700.00
Forcemain, 4"	linear feet	\$22.00	1,375	\$30,250.00
Pump Station & Wet Well Installed	each	\$130,000.00	1	\$130,000.00
Manhole, 4' id over 10' deep	each	\$2,800.00	9	\$25,200.00
Manhole, 4' id	each	\$1,800.00	8	\$14,400.00
4" Service Lateral to R.O.W. (short)	each	\$300.00	29	\$8,700.00
4" Service Lateral to R.O.W. (long)	each	\$3,800.00	2	\$7,600.00
Erosion control and stream stabilization for open-cut crossing	lump sum	\$1,500.00	1	\$1,500.00
Forcemain, drill/bore under Rt. 36	linear feet	\$185.00	60	\$11,100.00
Asphalt Surface Restoration	square yards	\$50.00	150	\$7,500.00
Connection to Mt. Morris System	each	\$1,000.00	1	\$1,000.00
Upgrades to Mt. Morris System	each	Assumed None	0	\$0.00
Land and Easement Acquisition	lump sum	\$35,000.00	1	\$35,000.00
Subtotal-				\$461,950.00
Contingencies @ 10%				
Survey, Engineering, Observation & As-builts @ 20%				\$46,195.00
Legal/Administrative Fees @ 8%				\$92,390.00
				\$36,956.00
Total Project Cost				\$637,491.00

Exhibit 12

(Estimated Loan Amortization)



Town of Mt. Morris

103 Main Street
Mt. Morris, NY
Phone Number fax Fax Number

LOAN DATA

Lender Name	SRF		
Basic Loan Information			
Amount	\$637,500.00	Annual Interest Rate	5.00%
Beginning of Loan	5/1/01	Length of Loan, Years	38
		Payments Per Year	1
Payment Information			
Total Payments	38	Calculated Payment	\$37,793.70
		Entered Payment	\$0.00
Summary Information			
Total Paid	(\$1,436,160.43)	Interest Paid	(\$798,660.43)

Fraser-Willey & Associates, P.C.

LOAN AMORTIZATION TABLE

What is the Loan Amortization Table Sheet?

Date
1/3/01

Lender Name
SRF

Pmnt #	Start of Period	Annual Interest Rate	Scheduled Balance	Actual Balance	Scheduled Payment	Interest Portion	Principal Portion	Additional Principal
1	05/01	5.00%	637,500.00	637,500.00	(37,793.70)	(31,875.00)	(5,918.70)	
2	05/02	5.00%	631,581.30	631,581.30	(37,793.70)	(31,579.07)	(6,214.63)	
3	05/03	5.00%	625,366.67	625,366.67	(37,793.70)	(31,268.33)	(6,525.36)	
4	05/04	5.00%	618,841.31	618,841.31	(37,793.70)	(30,942.07)	(6,851.63)	
5	05/05	5.00%	611,989.68	611,989.68	(37,793.70)	(30,599.48)	(7,194.21)	
6	05/06	5.00%	604,795.47	604,795.47	(37,793.70)	(30,239.77)	(7,553.92)	
7	05/07	5.00%	597,241.55	597,241.55	(37,793.70)	(29,862.08)	(7,931.62)	
8	05/08	5.00%	589,309.93	589,309.93	(37,793.70)	(29,465.50)	(8,328.20)	
9	05/09	5.00%	580,981.73	580,981.73	(37,793.70)	(29,049.09)	(8,744.61)	
10	05/10	5.00%	572,237.12	572,237.12	(37,793.70)	(28,611.86)	(9,181.84)	
11	05/11	5.00%	563,055.28	563,055.28	(37,793.70)	(28,152.76)	(9,640.93)	
12	05/12	5.00%	553,414.35	553,414.35	(37,793.70)	(27,670.72)	(10,122.98)	
13	05/13	5.00%	543,291.38	543,291.37	(37,793.70)	(27,164.57)	(10,629.13)	
14	05/14	5.00%	532,662.25	532,662.25	(37,793.70)	(26,633.11)	(11,160.58)	
15	05/15	5.00%	521,501.67	521,501.67	(37,793.70)	(26,075.08)	(11,718.61)	
16	05/16	5.00%	509,783.05	509,783.05	(37,793.70)	(25,489.15)	(12,304.54)	
17	05/17	5.00%	497,478.51	497,478.51	(37,793.70)	(24,873.93)	(12,919.77)	
18	05/18	5.00%	484,558.74	484,558.74	(37,793.70)	(24,227.94)	(13,565.76)	
19	05/19	5.00%	470,992.98	470,992.98	(37,793.70)	(23,549.65)	(14,244.05)	
20	05/20	5.00%	456,748.94	456,748.94	(37,793.70)	(22,837.45)	(14,956.25)	
21	05/21	5.00%	441,792.69	441,792.69	(37,793.70)	(22,089.63)	(15,704.06)	
22	05/22	5.00%	426,088.63	426,088.63	(37,793.70)	(21,304.43)	(16,489.26)	
23	05/23	5.00%	409,599.36	409,599.36	(37,793.70)	(20,479.97)	(17,313.73)	
24	05/24	5.00%	392,285.64	392,285.63	(37,793.70)	(19,614.28)	(18,179.41)	
25	05/25	5.00%	374,106.22	374,106.22	(37,793.70)	(18,705.31)	(19,088.38)	
26	05/26	5.00%	355,017.84	355,017.84	(37,793.70)	(17,750.89)	(20,042.80)	
27	05/27	5.00%	334,975.03	334,975.03	(37,793.70)	(16,748.75)	(21,044.94)	
28	05/28	5.00%	313,930.09	313,930.09	(37,793.70)	(15,696.50)	(22,097.19)	
29	05/29	5.00%	291,832.90	291,832.90	(37,793.70)	(14,591.64)	(23,202.05)	
30	05/30	5.00%	268,630.85	268,630.85	(37,793.70)	(13,431.54)	(24,362.15)	
31	05/31	5.00%	244,268.69	244,268.69	(37,793.70)	(12,213.43)	(25,580.26)	
32	05/32	5.00%	218,688.43	218,688.43	(37,793.70)	(10,934.42)	(26,859.27)	
33	05/33	5.00%	191,829.16	191,829.16	(37,793.70)	(9,591.46)	(28,202.24)	
34	05/34	5.00%	163,626.92	163,626.92	(37,793.70)	(8,181.35)	(29,612.35)	
35	05/35	5.00%	134,014.57	134,014.57	(37,793.70)	(6,700.73)	(31,092.97)	
36	05/36	5.00%	102,921.61	102,921.60	(37,793.70)	(5,146.08)	(32,647.62)	
37	05/37	5.00%	70,273.99	70,273.99	(37,793.70)	(3,513.70)	(34,280.00)	
38	05/38	5.00%	35,994.00	35,993.99	(37,793.69)	(1,799.70)	(35,993.99)	

At a regular 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,
2001.

P R E S E N T :

JAMES F. OLVERD, Supervisor
HAROLD LONG, Councilperson
SAM CIPRIANO, Councilperson
GEORGE SWANSON, Councilperson
GLENN DAIRYMPLE, Councilperson

In the Matter of the

ORDER CALLING PUBLIC HEARING

Creation of Sewer District No. 1 and the
Construction of Related Improvements
in the Town of Mt. Morris in the County
of Livingston, New York.

WHEREAS, previously hereto a map, plan and report (hereinafter referred to as the "Plan") have been prepared by Fraser-Willery & Associates, P.C. 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 Creation of Sewer District No. 1, Town of Mt. Morris and the construction of related improvements; and

WHEREAS, such Plan has 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 Sewer District are set forth in Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, the proposed improvements consist of the construction, maintenance, extension, repair, regulation of sewer works and pump stations for the purpose of supplying the inhabitants of said district with the means for the sanitary disposal of sewerage; and

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

WHEREAS, pursuant to the written plan for the creation of Sewer District No. 1 filed with the Town Clerk, the total estimated project cost is \$675,000; and

WHEREAS, the Plan for the creation of Sewer District No. 1 filed with the Town Clerk provides that each benefitted property to be served by and connected to the improvement will be assessed a one-time only connection or hook-up charge of not more than One Thousand Five Hundred (\$1,500.00) Dollars levied on each new connection within the District; and

WHEREAS, the net annual cost for debt service usage, commodity charges, operation and maintenance of the improvements is to be financed by a benefits charge to be levied to all equivalent dwelling units ("EDU") within the proposed Sewer District No. 1, and the average annual cost per typical EDU for the foregoing will be the sum of Eight Hundred and Seventy-Seven (\$877.00) Dollars; and

WHEREAS, the Town is attempting to obtain grant funding in the amount of \$400,000 for a portion of the above project costs, which if obtained, will reduce the average cost to the typical EDU to the sum of \$550 annually; and

WHEREAS, the maximum amount to be expended by any property, including those used as single-family, multi-family, commercial or industrial, for debt service, usage charges and connection fees will be the sum of \$9,393, based upon nine EDUs, being the largest number of EDUs being assigned to any one parcel in the proposed District.

NOW, THEREFORE, it is

ORDERED, that at a meeting of the Town Board of the Town of Mt. Morris, a Public Hearing will be held at the Town Hall, 119 Main Street, Mt. Morris, New York, on April 19, 2001 at 7:30 p.m. Said Public Hearing will consider the creation and construction of improvements for proposed Sewer District No. 1, and further, said hearing will consider the significance of any Environmental Impacts arising from the extension of and construction of improvements for said Water District and said Sewer

District. All interested persons shall be heard at said time with regard to any and all related matters.

Dated: Mt. Morris, New York
March 29, 2001

JAMES F. OLVERD, Supervisor

HAROLD LONG, Councilperson

SAM CIPRIANO, Councilperson

GEORGE SWANSON, Councilperson

GLENN DAIRYMPLE, Councilperson

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said Town of Mt. Morris this 29th day of March, 2001.

-4-

PROPOSED SEWER DISTRICT BOUNDARIES & DESCRIPTION

The boundaries of the proposed Town of Mount Morris Sewer District 1 are shown on the enclosed map and can be described as follows:

Section 1-

The sewer district along New York State Route 408 can be described as follows:

Bounded as follows:

- Southwest by the northeasterly corporation limits of the Village of Mount Morris;
- Northeast by the easterly boundary of the Town of Mount Morris;
- Northwest by a line parallel to and 300-feet distant northerly from the northerly highway right-of-way boundary of New York State Route 408;
- Southeast by a line parallel to and 300-feet distant southerly from the southerly highway right-of-way boundary of New York State Route 408.

Section 2-

Beginning at a point on the southerly corporation limits of the Village of Mount Morris, at its intersection with the north easterly right-of-way boundary of NYS Route 36, said point being the north west corner of Tax Parcel # 115-01-60, now or formerly owned by Rochester Gas & Electric Corporation;

1. Thence northeasterly, along the southerly limits of the Village of Mount Morris, an approximate distance of 129-feet $\pm$ to the northeast corner of Tax Parcel # 116-01-60;
2. Thence southeasterly, along the boundaries of Tax Parcel # 115-01-60, an approximate distance of 362-feet $\pm$ to an angle point;
3. Thence southeasterly, along the northeasterly boundary of said parcel, to a point 300-feet distant measured at right angles from the northeasterly right-of-way boundary of NYS Route 36;
4. Thence southeasterly, through Tax Parcels # 115-01-57.2 and # 115-01-58, running parallel to, and 300-feet northeasterly from the northeasterly right-of-way boundary of NYS Route 36, an approximate distance of 3,778-feet $\pm$ to a point on the northerly boundary of Tax Parcel # 115-01-67.112;
5. Thence easterly, an approximate distance of 136-feet $\pm$ to the northeast corner of Tax Parcel # 115-01-67.112;

6. Thence southeasterly, an approximate distance of 496-feet $\pm$ to the southeast corner of Tax Parcel # 115-01-67.112;
7. Thence southwesterly, along the southerly boundary of Tax Parcel # 115-01-67.112, and continuing on the extension of said boundary, through Tax Parcel # 115-01-60, an approximate distance of 628-feet $\pm$ to the northeasterly right-of-way boundary of NYS Route 36;
8. Thence southeasterly, along said right-of-way boundary, an approximate distance of 362-feet $\pm$ to a point on the northeasterly extension of the southerly boundary of Tax Parcel # 115-01-67.12;
9. Thence southwesterly, crossing NYS Route 36 and running along the southerly boundary of Tax Parcel # 115-01-67.12, an approximate distance of 437-feet $\pm$ to the southwest corner of said parcel;
10. Thence northwesterly, along the westerly boundary of Tax Parcel # 115-01-67.12, an approximate distance of 213-feet $\pm$ to the northwest corner of said parcel;
11. Thence southwesterly, an approximate distance of 95-feet $\pm$ to the southeast property corner of Tax Parcel # 115-01-64;
12. Thence westerly, an approximate distance of 132-feet $\pm$ to an angle point, and continuing an approximate distance of 475-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-64;
13. Thence northwesterly, an approximate distance of 603-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-64;
14. Thence along the northerly boundary of said parcel, an approximate distance of 90-feet $\pm$ to a point, continuing an approximate distance of 501-feet $\pm$ to a point, continuing an approximate distance of 228-feet $\pm$ to a point, and continuing an approximate distance of 48-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-62;
15. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-62 and # 115-01-61, an approximate distance of 408-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-61;
16. Thence northwesterly, through Tax Parcel # 115-01-83, an approximate distance of 450-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-84;
17. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-84 and # 115-01-53, an approximate distance of 294-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-53;
18. Thence northwesterly, through Tax Parcel # 115-01-41, an approximate distance of 852-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-51;
19. Thence northwesterly, along the westerly boundary of Tax Parcel # 115-01-51, an approximate distance of 109-feet $\pm$, to the southerly boundary of Tax Parcel # 115-01-50;

20. Thence southwesterly, along the southerly boundary of Tax Parcel # 115-01-50, an approximate distance of 26-feet $\pm$, to the southwest corner of said parcel;
21. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-50 and # 115-01-49, an approximate distance of 245-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-49 at the southerly boundary of the 30-foot access right-of-way;
22. Thence southwesterly, along the southerly boundary of the 30-foot access right-of-way, an approximate distance of 147-feet $\pm$, to the northeast corner of Tax Parcel # 115-01-85;
23. Thence southeasterly, an approximate distance of 175-feet $\pm$ to the southeast corner of Tax Parcel # 115-01-85;
24. Thence southwesterly, an approximate distance of 150-feet $\pm$ to the southwest corner of Tax Parcel # 115-01-85;
25. Thence northwesterly, an approximate distance of 175-feet $\pm$ to the northwest corner of Tax Parcel # 115-01-85 at the southerly boundary of the 30-foot access right-of-way;
26. Thence northwesterly, across the 30-foot access right-of-way, and along the westerly boundary of Tax Parcel # 115-01-48, an approximate distance of 205-feet $\pm$, to the northwest corner of said parcel;
27. Thence northeasterly, an approximate distance of 150-feet $\pm$, to the northeast corner of said parcel;
28. Thence southeasterly, an approximate distance of 175-feet $\pm$, to the southeast corner of said parcel at the northerly boundary of the 30-foot access right-of-way;
29. Thence northeasterly, along the northerly boundary of the 30-foot access right-of-way, an approximate distance of 158-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-47;
30. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-47, # 115-01-46, # 115-01-45; and # 115-01-44, an approximate distance of 468-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-44;
31. Thence southwesterly, along the southerly boundaries of Tax Parcels # 115-01-43, # 115-01-42, and # 115-01-41, an approximate distance of 363-feet $\pm$, to the southwest corner of Tax Parcel # 115-01-41;
32. Thence northwesterly, an approximate distance of 495-feet $\pm$, to the northwest corner of said parcel;
33. Thence northeasterly, along the southerly highway boundary of Begole Road and the northerly boundary of Tax Parcel # 115-01-41, an approximate

- distance of 295-feet $\pm$, to a point on the southeasterly extension of the westerly boundary of Tax Parcel # 115-01-36;
34. Thence northwesterly, across Begole Road, and along the westerly boundary of Tax Parcel # 115-01-36, an approximate distance of 202-feet $\pm$, to the northwest corner of said parcel;
 35. Thence northeasterly, along the northerly boundary of said parcel, an approximate distance of 18-feet $\pm$, to a southwest corner of Tax Parcel # 115-01-34;
 36. Thence northwesterly, along a westerly boundary of Tax Parcel # 115-01-34, an approximate distance of 34-feet $\pm$, to a southerly boundary of said parcel;
 37. Thence southwesterly, along a southerly boundary of Tax Parcel # 115-01-34, an approximate distance of 125-feet $\pm$, to the southwest corner of said parcel;
 38. Thence northwesterly, along the westerly boundaries of Tax Parcels # 115-01-34, # 115-01-33, and # 115-01-81.2, an approximate distance of 382-feet $\pm$, to the northwest corner of Tax Parcel # 115-01-81.2;
 39. Thence northeasterly, along the northerly boundary of Tax Parcel # 115-01-81.2, an approximate distance of 113-feet $\pm$, to a southwest corner of Tax Parcel # 115-01-31;
 40. Thence along the boundaries of Tax Parcel # 115-01-31, northwesterly an approximate distance of 118-feet $\pm$, southwesterly an approximate distance of 108-feet $\pm$, and northwesterly an approximate distance of 224-feet $\pm$, to the northwest corner of said parcel on the southerly corporation limits of the Village of Mount Morris;
 41. Thence northeasterly, along said Village line, and along the northerly boundaries of Tax Parcels # 115-01-31 and # 115-01-30, an approximate distance of 222-feet $\pm$, to a point on the southwesterly highway right-of-way boundary of NYS Route 36;
 42. Thence northeasterly, across NYS Route 36, an approximate distance of 122-feet $\pm$, to the point of beginning.

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