



Monroe County Water Authority

P.O.Box 10999 475 Norris Drive Rochester, N.Y. 14610-0999 (585) 442-2000

LETTER OF TRANSMITTAL

Date: **August 22, 2013**

TO: **Hon. John J. Cahill, Mayor - Village of Webster**

RE: **Retail Lease Agreement for Operation of Water System Village of Webster to MCWA**

CC: **FILE**

NO. OF	DESCRIPTION
1	Fully executed Original
1	MCWA Board resolution

These are Transmitted (As Checked Below)

- FOR APPROVAL
- FOR REVIEW
- FOR CORRECTION
- For YOUR FILES
- PER YOUR REQUEST
- FOR COMMENTS
- OTHER - FYI

REMARKS:

(Signed) **Kathleen Eisenmann, Secretary to the Authority**

DEPARTMENT: _____



MONROE COUNTY WATER AUTHORITY
 P.O. Box 10999 • 475 Norris Drive • Rochester, New York 14610-0999
 Phone: (585) 442-2000 Fax (585) 442-0220

BOARD RESOLUTION

#13-145

WHEREAS, the Village of Webster (“Village”) owns and operates a local water distribution system; and

WHEREAS, the Authority owns and operates a regional water supply and distribution system; and

WHEREAS, the integration of the Village Water System with the regional supply of the Water Authority will yield improved operational efficiencies and economies to the customers of both parties; and

WHEREAS, the Agreement shall be for a period of forty (40) years from the earliest practicable date after all of the conditions to the Effective Date contained in the Agreement are satisfied that are mutually designated by the Village and the Authority for that purpose; and

WHEREAS, on August 8, 2013 the Village Board approved the Retail Lease Agreement For Operation of Water System.

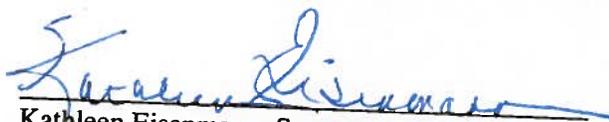
NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY WATER AUTHORITY:

1. The Executive Director is hereby authorized to execute the Retail Lease Agreement For Operation of System – Village of Webster, and
2. The Members and staff of the Authority are hereby authorized and directed for and on behalf of the Authority and in its name to do all acts and things required or provided by the provisions of the Retail Lease Agreement For Operation of Water System and to execute and deliver all such additional certificates, and to do all such further acts and things as may be necessary, or in the opinion of the person so acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Authority with all of the terms, covenants and provisions of the Retail Lease Agreement For Operation of Water System.

Moved By: J. Rulison
 Seconded By: W. Bleier-Mervis
 Vote: Passed Unanimously

I, KATHLEEN EISENMANN, duly appointed and qualified Secretary of the Monroe County Water Authority do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of the Authority, a quorum being present on the 15th day of August, 2013, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this 21st day of August, 2013.


 Kathleen Eisenmann, Secretary to the Authority

RETAIL LEASE AGREEMENT FOR OPERATION OF WATER SYSTEM

**VILLAGE OF WEBSTER
TO
MONROE COUNTY WATER AUTHORITY**

AGREEMENT made this 21st day of AUGUST, 2013, between MONROE COUNTY WATER AUTHORITY, a public benefit corporation having its principal office at 475 Norris Drive, in the City of Rochester, Monroe County, New York (the "Authority"), and the VILLAGE OF WEBSTER, Monroe County, New York, (the "Village"), with offices at 28 West Main Street, Webster, New York.

WHEREAS, the Village, duly formed pursuant to the applicable provisions of the Village Law of the State of New York, is the current owner of facilities used in the sale and distribution of water to customers of the Village, plans and maps of which are hereto annexed as part of Schedule A showing the location of any and all water mains and other leased property in the Village water system; and

WHEREAS, the parties desire to provide for the retail sale of water by the Authority to all water customers served by the Village of Webster, whether existing now or in the future; and

WHEREAS, the parties hereto desire to enter into a Lease Agreement pursuant to Village Law of the State of New York, whereby the Authority will lease, maintain, repair and operate the facilities of the Village, supply water service directly to the Village's customers, and collect the revenues therefrom under the terms and conditions hereinafter specified; and

WHEREAS, the Effective Date, and the obligations of the Authority under, this Agreement are subject to certain conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

I. OPERATION AND MAINTENANCE

1.1 The Village hereby leases to the Authority the entire operating plant, hydrants, water storage and distribution system of the Village (including all water lines, mains, valves and services from the main to the curb stop, conduits, pipes, valves, casings, meters, and manholes owned by the Village) together with all of the Village's interests in real property of any kind or nature to the extent assignable (including all easements, whether temporary or permanent and/or exclusive or non-exclusive, and licenses and leases relating to such assets in favor of the Village), and all extensions thereto, whether now existing or hereafter formed (collectively, the "Leased Facilities"). The Leased Facilities include any replacements, additions, betterments and improvements (collectively, the "Improvements") hereafter furnished and installed in or by the Village during the term of this Agreement.

1.2 All references to customers, property or facilities of the Villages shall include any extensions thereto, which extensions may be outside the territorial boundaries of the Village.

1.3 The Authority agrees to operate, maintain and repair the Leased Facilities at its own cost and expense, and to sell water to the customers of the Village in accordance with the Authority's Current Rate Schedule as amended from time to time by the Authority in its sole discretion (the "Current Rate Schedule"). Pursuant to the provisions of Section 1105 of the Public Authorities Law, the Authority is not required to pay taxes or assessments upon any properties or Improvements made or acquired by it or upon the facilities leased to the Authority pursuant to the terms hereof.

1.4 During the term of this Agreement, all sales of water and the performance of services by the Authority for the Village shall be made in accordance with and governed in all respects by the Authority's Rules for the Sale of Water and the Collection of Rents and Charges, as amended from time to time by the Authority in its sole discretion (the "Authority's Rules") and subpart 5-1, Public Water Supplies, of the New York State Sanitary Code.

1.5 The Village shall not sell or resell water either within or outside the Village for any purpose whatsoever.

1.6 The Authority shall have the exclusive right to be the sole supplier of public water to all existing and future customers of the Village, including the residents of the Town located in the Inspiration Point and Direct Connect water districts served by the Village under "direct connect" with the Town.

1.7 The Village has certain existing antennae lease agreements that it has entered into and for which it receives remuneration. These existing agreements are listed in detail on the accompanying Schedule D.

a. Except for the rights reserved by the Village as provided in this section, the Village hereby assigns to the Authority all of its rights under the Leases identified on Schedule D that include telecommunications facilities attached to the tank structure. Notwithstanding the preceding sentence, during the three year period beginning on the Effective Date (the "Antennae Transition Period") the Village reserves the rights to (i) remove and relocate (or cause to be removed and relocated) such telecommunications facilities off of the tank structure so long as the Village terminates the corresponding Lease, and (ii) receive the payments that the lessees are scheduled to make under those Leases during the Antennae Transition Period. In consideration of the rights reserved in the preceding sentence, the Village shall repair, at its expense and to the satisfaction of the Authority, any damage to the tank's structure or coating system that results from removing telecommunications facilities during the Antennae Transition Period. The Authority hereby accepts the assignment of those Leases and shall perform the Village's obligations under those Leases to the extent those obligations are due on and after the Effective Date. The Authority shall not be obligated to perform the Village's obligations under the Leases that are due before the Effective Date or that result from the Village's breach of, or default under, the Leases assigned by this Section 1.7(a), and the Village shall indemnify the Authority for all damages, losses, liabilities and expenses suffered or incurred by the Authority arising out of obligations that are not the responsibility of the Authority. The Village may revoke the conditional assignment of any of the Leases only by

removing the subject telecommunications equipment from the tank structures during the Antennae Transition Period. Revocation of a Lease by the Village will terminate the Authority's obligations under that Lease.

b. This Agreement has no bearing on other leases for telecommunications facilities on Village property unrelated to Village's water system and not listed on Schedule D.

c. During the term of this Agreement, the Authority shall approve the terms of, and control, any modifications and amendments of existing Leases, but shall not renew existing Leases or enter into new leases for telecommunications facilities attached to tank structures or other water properties subject to this Lease.

1.8 Notwithstanding the Authority's lease of the Leased Facilities, the Village may retain use of the existing 1-Story Metal Building located on the South Avenue tank site on the following conditions:

a. Use is limited to storage of Village equipment for non-water supply purposes only.

b. The Village's right to use the building under this Section 1.8 shall terminate if the Village does not in fact use the building for any period of 365 consecutive days.

c. If the Village uses this building, the Village shall be solely responsible for all repairs, maintenance and upkeep of the building and surrounding grounds and shall have all risks of casualty to the building and the surrounding grounds from any cause whatsoever.

d. The Village shall indemnify and hold harmless the Authority from any and all loss, damage, liability or expense, including attorneys' fees, arising out of or related to the Village's right to use, and actual use of, the building and surrounding grounds under this Section 1.8, even after termination of the Village's right to use under Section 1.8(b).

II. REPLACEMENTS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS

2.1 The Village shall not at any time be obligated to make Improvements within the territorial limits of the Village or any extensions thereof at its cost and expense, other than those resulting from the Village's decision to install new facilities without the approval of the Authority as described in 2.8.

2.2 The Authority may, in its sole discretion and at its own cost and expense, make Improvements within the territorial limits of the Village, when economically feasible, in order to provide an adequate supply of water at proper pressure to the Village, or to other areas outside of the Village where the Authority sells water. The Village agrees that such Improvements may be installed at such locations as the Authority may determine and may be connected and interconnected with the distribution systems of the Village in such manner as the Authority shall determine. Legal title to such Improvements installed by the Authority at its own cost and expense or as agent for the County of Monroe shall be and remain in the Authority or the County, as appropriate.

2.3 Legal title to Improvements, when approved by the Authority and installed by the

Village at its own cost and expense, shall be and remain in the Village.

2.4 From time to time private developers will make Improvements pursuant to the terms of main extensions agreements ("Main Extension Agreements") entered into with the Authority. Legal title to any such Improvements shall be and remain in the Authority.

2.5 The Village agrees that the Authority may use the Leased Facilities to supply water to areas located beyond the limits of the Village without the imposition of any rentals or other charges. The Authority agrees that such use of the Leased Facilities shall not reduce, below County of Monroe Department of Health accepted standards, the supply or pressure of water then being furnished by the Authority to customers within the Village.

2.6 All extensions to the Leased Facilities after the execution of this Agreement shall be made under the exclusive control and jurisdiction of the Village, subject to the provisions of the Village Law and any amendments thereof. In the event the Village builds one or more extensions, it shall comply with the following conditions:

a. Distribution systems within the extensions must be installed without cost to the Authority and must service the entire area of the extension.

b. Upon completion of a distribution system within an extension, the distribution system and the extension shall automatically become subject to this Agreement.

c. The Village shall have the exclusive right to determine the amount of any fee to be charged to any such extension and paid by it to the Village for the privilege for connecting to the Leased Facilities. The fee shall belong to the Village exclusively, and the Authority shall have no right or interest therein whatsoever.

d. Extensions to the existing Village distribution systems installed within the Village by a developer or others, at no expense to the Village, will be owned by the Authority upon completion of the installation.

e. The Village shall comply with all applicable laws, rules and regulations, including the Authority's Rules, and obtain all necessary governmental approvals with respect to the formation of any extensions and the construction of the distribution systems therein.

2.7 All extensions made by the Village in accordance with Section 2.6 above, and all Improvements installed by the Village at its own cost and expense, shall be performed in accordance with the Authority's Rules and its standards and specifications, be approved by the Authority in advance and be the subject of a Water Village Main Extension Agreement between the Authority and the Village in form and substance satisfactory to the Authority.

2.8 In the event that the Village desires to install a type or quality of pipe that meets AWWA and NSF Standards but is different from the Authority's specifications, the Authority is willing to allow the Villages to bid alternatives for price comparison purposes. The parties agree to discuss different alternatives, quality concerns, and the costs thereof. If the cost difference is not significant, the Authority's specifications and standards shall prevail. The Village may proceed without the Authority's approval, but the Village shall be responsible for the full costs of any future repairs to or replacements of the facilities so constructed. The Authority may, at its option, choose

to participate financially in the construction to mitigate the cost differences.

III. SERVICE CONNECTIONS

3.1 During the term of this Agreement, all service connections shall be made in accordance with the Authority's Rules.

IV. HYDRANTS

4.1 When replacing existing water mains in accordance with Section 4.3 hereof, the Authority will pay the costs thereof.

4.2 Upon the receipt of a certified copy of a resolution of the Village requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the Village, the Authority will, at its initial cost and expense, but subject to reimbursement by the Village as hereinafter provided, place and install the hydrants and hydrant connections in accordance with Section 4.3 hereof.

4.3 Hydrants shall be installed only on six-inch or larger diameter water mains at a minimum spacing interval of 500 feet. When hydrants are installed as part of a water main replacement project, the Authority shall, to the extent practicable and desirable for the Village and the Authority, locate new hydrants reasonably close to the existing hydrant locations.

4.4 Hydrants installed at the sole request of the Village less than 500 feet apart shall be considered "Additional Hydrants" installed for the purposes of private fire protection, as such term is defined in the Authority's Rules. Hydrants installed by the Authority in its sole discretion and for its water supply purposes less than 500 feet apart shall not be considered as private fire protection.

4.5 The Authority will bill the Village for hydrants and hydrant connections at the actual installed cost thereof to the Authority, and the Village will reimburse the Authority in the amount billed therefore within thirty (30) days of the invoice date. Legal title to such hydrants and hydrant connections shall be and remain in the Authority.

4.6 Hydrants installed as part of main extensions for real estate developments shall be installed by and at the expense of the real estate developer, and shall be owned by the Authority.

V. WATER SUPPLY BY THE AUTHORITY

5.1 On and after the Effective Date of this Agreement (as defined in Section 8.1 hereof), the Authority will furnish and supply all water to those customers now being served by the Village, and to such other residents and inhabitants of the Village who shall apply to the Authority for water service during the term of this Agreement, in accordance with the Authority's Rules.

5.2 It is understood and agreed that the Authority makes no guarantees as to the quantity, quality or pressure of the water in the pipes or mains supplying the same, or the continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency

or failure or other defect in the supply of water, whether caused by shutting off of water in case of accident or for alterations, extensions, connections or repairs, or for any cause whatsoever. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, and the Authority shall restore service and make water available as soon as reasonably practicable.

VI. OBLIGATIONS OF THE VILLAGE

6.1 The Village shall be responsible for any plumbing modifications and any backflow that may be required in order to meter any buildings or facilities owned by the Village prior to the Effective Date of this Agreement.

6.2 It is expressly understood and agreed that the Village shall read all meters and bill its customers for all water sold prior to the Effective Date of this Agreement, and that the Authority assumes no responsibility for the collection of such accounts or liability for same.

6.3 On and as a condition to the Effective Date, the Village shall grant to the Authority fee title to the 250-foot by 250-foot West Webster tank site parcel and a permanent easement to a 30-foot wide access strip centered along the centerline of the existing access roadway that runs from the entrance for 831 Dewitt Road to the West Webster tank, all as shown on the attached drawing entitled Schedule "X." The 30-foot wide access strip may be relocated by mutual consent of the Village and the Authority at any time. The Village shall also grant all the easements that are necessary for the utilities that are required to operate the West Webster tank. The remainder of the Dewitt Road site; the Lake Road wells (sometimes referred to as the "Sandbar wells") and the raw water transmission main between the Lake Road wells and the Dewitt Road site, are hereby deemed unnecessary for the Authority's water supply purposes and are accordingly excluded from the Leased Facilities and not subject to this Lease.

a. The Village shall continue the electrical power supply to the West Webster tank site for a minimum of one-year following the Effective Date after which the Authority shall obtain an alternative means of supply. The Authority shall reimburse the Village for the cost of electricity until it obtains an alternative means of supply.

6.4 Prior and as a condition to the Effective Date, the Village shall furnish the Authority with the following information:

a. An original up-to-date map of the Villages' supply and distribution systems, to the extent such maps are presently available, showing the location and size of any and all water mains and extensions thereto (with identification of mains as to whether they are cast iron or asbestos cement or other material), existing valves and valve connections, and the location of all hydrants indicating whether such hydrants are equipped with guard valves. The Authority shall, from and after said Effective Date, maintain the original copies of the maps so furnished and add thereon any additions, betterments or deletions to the system, and furnish prints of the revised maps to the Village; or, in the alternative, incorporate the Village's information, original or additions, into the Authority's mapping program; and on the termination of this Agreement, the Authority shall provide the Village with up-to-date maps.

b. An up-to-date file of information necessary to create and administer customer accounts, including a list of pertinent customers and meter and tap card information for the Village's metered services, to the extent such information is available, showing the street address location, name of the account and size of each meter and service, type of material and ties to the curb valve. Final meter readings and customer account information shall be provided to the Authority within fifteen (15) days after the Effective Date.

c. An itemized schedule showing all parcels of land, buildings, machinery, equipment and other property presently used in the operation of the Village's supply and distribution systems and which are to be leased to the Authority pursuant to this Agreement.

d. A complete list duly certified by a proper Village officer showing the size and location of all unmetered services, including unmetered hydrants and sprinkler systems used for private fire protection and master metered service lines sized for fire protection. Such list will also include hydrants located on a street or an easement granted to the Village, Village or Authority for fire protection by a fire Village.

e. A current list of all cross connection control devices that are currently in use along with accompanying records for NYSDOH compliance.

VII. OBLIGATIONS OF THE AUTHORITY

7.1 On the Effective Date, the Authority shall purchase from the Village, and the Village shall sell to the Authority, the equipment and inventory on hand or previously purchased by the Village and used for water distribution purposes being described in Schedule B, which also shows the price to be paid therefor by the Authority. The Authority shall pay the total purchase price for the equipment and inventory purchased under this Section 7.1 within thirty (30) days after the Effective Date or, if later, the date of delivery to the Authority.

7.2 On the Effective Date, the Authority shall, subject to the rules and regulations of the Monroe County Civil Service, employ the current employees of the Village who are assigned to the water supply system set forth in Schedule C, in the positions as classified by the Authority and the Monroe County Civil Service also set forth in Schedule C. Continuation of employment may be dependent upon qualification and appointment under the rules and regulations of the Monroe County Civil Service of each person for the positions set forth.

7.3 Should the Authority determine that one of the South Avenue tank site is no longer useful or necessary for the operation of its water system and, upon the recommendation of the Authority's Consulting Engineer, determine that it may be abandoned, then the Authority shall, if desired by the Village, pay for the removal and dismantling of the tank once the tank is cleared of any antennas and/or other related equipment not subject to this Agreement. The Authority shall not pay for or be responsible for any relocation of antenna systems or other equipment not related to the water system. The Village shall have five (5) years from the date of such notice that the tank be abandoned to remove, or cause to be removed, antennas and other equipment; otherwise, the Authority's obligations and liabilities for the South Avenue tank demolition as described herein shall expire.

- a. In the event the Authority removes a tank from this site, the Village may utilize the vacated area for location of an antenna tower. Prior to construction of an antenna tower at this location, the Village shall submit plans to the Authority for review and approval.

VIII. TERM OF THIS AGREEMENT

8.1 The term of this Agreement shall be for a period of forty (40) years from the Effective Date. As used in this Agreement, the "Effective Date" means the earliest practicable date after all of the conditions to the Effective Date contained in this Agreement are satisfied that is mutually designated by the Village and the Authority for that purpose.

8.2 The Effective Date is subject to satisfaction or waiver by the Authority of each of the following conditions:

- a. The Leased Facilities constitute all of the assets of the Village's water system.

- b. Between the date of this Agreement and the Effective Date, (i) the Village has operated and maintained the Leased Facilities in the ordinary course and in substantial compliance with applicable laws and regulations, (ii) the Village has allowed the Authority reasonable access to the Leased Facilities, and (iii) the Authority has installed the instrumentation and controls necessary for it to operate the District's water system.

- c. The representations and warranties of the Village made in this Agreement are true and correct in all material respects on and as of the Effective Date.

- d. The Village has substantially performed all of its covenants and other obligations of the Village contained in this Agreement that are required to be performed on or before the Effective Date.

- e. No casualty or material adverse change to the Leased Facilities occurs between the date of this Agreement and the Effective Date.

- f. All applicable governmental and regulatory approvals, licenses and permits necessary for the Authority to perform its obligations under this Agreement must be in effect and must be final orders.

- g. No litigation, action, suit, demand, claim, hearing, arbitration, proceeding or disclosed investigation that challenges or might prevent, impede or make illegal this Agreement or the Authority's performance of its obligations under this Agreement may be pending or threatened.

8.3 If this Agreement is not renewed at the end of its term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of its term or any renewal thereof, the Village may, if it determines it to be in the public interest after a public hearing as provided in Village Law, or pursuant to other applicable law, acquire from the Authority any Improvements installed pursuant to Section 2.2 other than storage, transmission or booster pumping facilities. The value of such capital additions will be computed at original cost, or cost of reproduction less depreciation, whichever is less, as determined by a panel of three qualified appraisers, one to be

chosen by the Authority, one to be chosen by the Village, and the third to be the agreed choice of both parties hereto. In the event of failure to agree on such third appraiser, either party may apply to the Supreme Court of the State of New York for such appointment. If the Village elects not to acquire such capital additions upon expiration or termination of this Agreement as set forth in this Section, the Authority may, at its option, remove such capital additions from the Leased Facilities, or lease said capital additions to the Village under terms and conditions mutually agreeable to the parties hereto (which shall include an agreement for the taking and purchase of a water supply by the Village from the Authority on a wholesale or other basis for a mutually agreeable term).

8.4 During the final year of the term of this Agreement, or at any earlier date as requested by the Village in writing to the Authority, the Authority shall have the option to purchase the Leased Facilities from the Village. The value of such assets shall be determined to be the original cost as paid by the Village less depreciation based upon a 40-year life.

8.5 If this Agreement is not renewed at the end of the initial term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the Authority retains the right, without restrictions or imposition of any transmission fees or any other fees or charges, to the continued ownership and use of its storage, transmission and booster pumping facilities retained under Section 8.3.

IX. FORCE MAJEURE

9.1 Failure of the Authority or the Village to perform any of their respective obligations under this Agreement resulting from any cause or causes beyond its control (including but not limited to strikes, labor disputes, fire, acts of God, or acts or orders of the government) shall not constitute an actionable default or breach of this Agreement. The time for performance of any duty or obligation hereunder which cannot be performed as a result of an event of Force Majeure shall be extended for a period equal to the duration of such inability to perform; notwithstanding the foregoing, it is understood that events of Force Majeure shall not extend the time for payment of any money which is due and payable or extend the current term of this Agreement.

X. MISCELLANEOUS

10.1 This Agreement incorporates the entire agreement between the parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

10.2 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.3 The parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.

10.4 This Agreement may not be amended, changed, modified, or altered except in a writing executed by the parties hereto.

10.5 No waiver of compliance with any provision or condition hereof, and no consent

provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

10.6 No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

10.7 Subject to the provisions of Section 10.6, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

10.8 All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such termination.

10.9 Any term or provision of this Agreement that is held to be invalid or unenforceable shall be interpreted by the courts such that it is valid and enforceable to the greatest extent possible and shall not render invalid or unenforceable, or otherwise affect, the remaining terms and provisions of this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals the day and year first above written.

MONROE COUNTY WATER AUTHORITY

By: Nicholas A. Noce
Nicholas A. Noce, Executive Director

VILLAGE OF WEBSTER

By: [Signature]
Village Mayor

STATE OF NEW YORK)
COUNTY OF MONROE) :ss

On the 21 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **Nicholas A. Noce**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karin C. Anderson
Notary Public

KARIN C. ANDERSON
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-2017

STATE OF NEW YORK)
COUNTY OF _____) :ss

On the 8 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared John J. Cahill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dorothea M. Ciccarelli
Notary Public

Dorothea M Ciccarelli
Notary Public - State of New York
#01CI6108115
Qualified in Monroe County
My Commission Expires 4/13/2016

SCHEDULE A

An itemized schedule showing all parcels of land, buildings, machinery, equipment and other property presently used in the operation of said District's supply and distribution systems and which are to be leased to the Authority pursuant to this agreement.

SCHEDULE B

Equipment and inventory on hand or previously purchased by the Village and used for water distribution purposes and the price to be paid (Preliminary Quantities effective 7/18/13, final quantities to be determined on Effective Date):

Amt in Inv.	Item Description	MCWA Part No.	Value	Total Value of Items
1	8"x8" Tee	40	\$66.00 ea.	\$66.00
2	12"x8" Tee	70	\$100.47 ea.	\$200.94
4	8"x6" Anchor Tee	78	\$164.20 ea.	\$656.80
2	6" 90° Bend	150	\$75.89 ea.	\$151.78
3	8" 22½° bend	170	\$51.41 ea.	\$154.23
11	8" 45° Bend	180	\$90.09 ea.	\$990.99
1	8" 90° Bend	190	\$103.73 ea.	\$103.73
1	12"x6" Reducer	330	\$125.35 ea.	\$125.35
1	6" MJ Plugs	440	\$57.43 ea.	\$57.43
1	8" MJ Plugs	450	\$53.02 ea.	\$53.02
1	6" MJ Cap	520	\$25.70 ea.	\$25.70
1	12"x2" MJ Cap	540	\$83.17 ea.	\$83.17
2	10"x2" MJ Cap	542	\$60.97 ea.	\$121.94
6	6" Retainer Glands	555	\$17.21 ea.	\$103.26
12	8" Retainer Gland	556	\$25.16 ea.	\$301.92
36	6" DI Pipe (2x18')	731	\$14.31 LF	\$515.16
378	12" DI Pipe (21x18')	740	\$32.86 LF	\$12,421.08
4	6"x6' Anchor Pipe	840	\$369.35 ea.	\$1,477.40
1	16"x8" Tapping Sleeve	1302	\$704.12 ea.	\$704.12
8	8" Solid Sleeve	1520	\$82.07 ea.	\$656.56
4	Valve Box Lid	1643	\$10.25 ea.	\$41.00
1	Rite Hites	1670	\$27.67 ea.	\$27.67
1	8" Tap Valve*	1780	\$826.64 ea.	\$826.64
1	6" Gate Valve*	1820	\$454.43 ea.	\$454.43
2	8" Gate Valve*	1830	\$706.31 ea.	\$1,412.62
4	8" Gate Valve *(open right)	1831	\$654.25 ea.	\$2,617.00
4	6" Hymax Coupling	2031	\$168.07 ea.	\$672.28
1	8" Hymax Coupling	2041	\$187.75 ea.	\$187.75
2	10" Hymax Coupling	2062	\$260.94 ea.	\$521.88
1	6" Bell Joint Clamp	2670	\$95.43 ea.	\$95.43
1	8" Bell Joint Clamp	2690	\$52.61 ea.	\$52.61
2	12" Bell Joint Clamp	2710	\$114.77 ea.	\$229.54
2	¾" Grip Couplings	3010	\$9.43 ea.	\$18.86
1	1" Grip Couplings	3020	\$13.43 ea.	\$13.43
4	1½" Grip Couplings	3040	\$16.45 ea.	\$65.80
1860	1" Copper Tubing (31x60' rolls)	3390	\$4.07 LF	\$7,570.20
60	2" Copper Tubing (1x60' roll)	3410	\$10.32 LF	\$619.20
18	8" Gland Kits	N/S	\$21.11 ea.	\$379.98
Total value for Regular inventory to MCWA (Stock)				\$34,776.90

* Valves must have stainless bolts

Amt in Inv.	Item Description	MCWA Part No.	Value	Total Value of items
48	5/8 "x 3/4 " Badger Orion RTR Registers		\$117.21 ea.	\$5,626.08
7	1" Badger Orion RTR Integral Registers		\$117.21 ea.	\$820.47
8	1½" Badger Orion RTR Registers		\$141.00 ea.	\$1,128.00
Total value for Meter Shop inventory to MCWA				\$7,574.55

The following items are considered part of the meter reading system and will be transferred to MCWA

- 1 Panasonic "Toughbook" Laptop and accessories
- 1 Badger Orion Mobile Collector Device and accessories
- 1 Handheld Collector - Model FW500 Radix
- 3 Orion Water Meter Monitors
- 1 GPS Module

SCHEDULE C

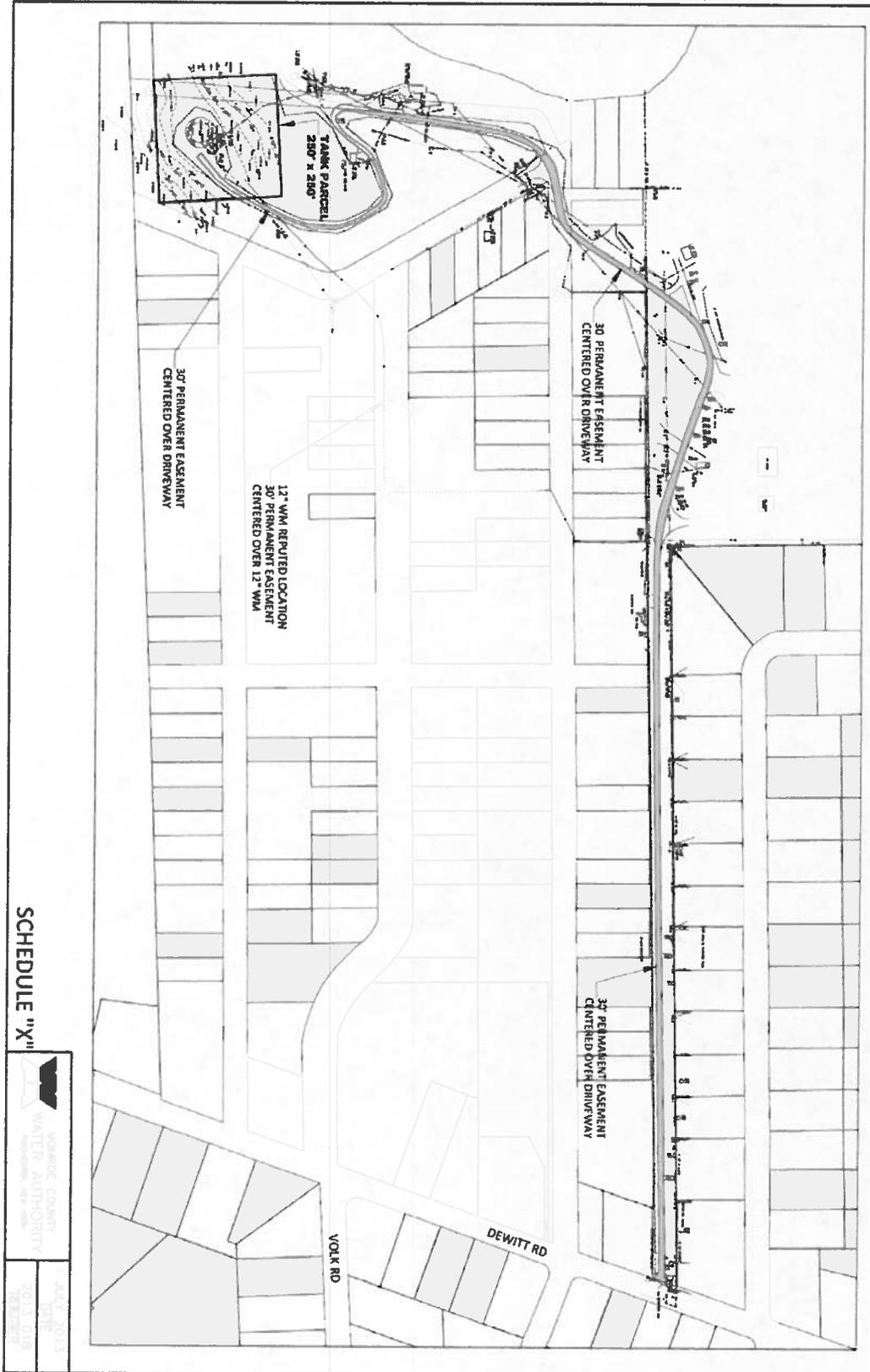
Employees

Name	Position as Classified by Authority	Hourly Rate
Jason Bellows	Water Treatment Plant Operator-B	\$27.77

SCHEDULE D

**ANTENNAE LEASE AGREEMENTS
FOR TELECOMMUNICATION EQUIPMENT
ATTACHED TO VILLAGE WATER TANKS**

Provider	Leasee	Location	Lease Date
AT & T	New Cingular Wireless PCS, LLC (Former: Southwestern Bell Mobile Systems, LLC)	1075 Webster Road	September 24, 2004 Amended 7/30/10
T-Mobile	Omnipoint Communications, Inc. (North Tank)	1075 Webster Road	November 7, 2006
Verizon	Bell Atlantic Mobile of Rochester, L.P. (Both tanks)	1075 Webster Road	November 6, 2006
Cricket	Cricket Communications, Inc. (Both tanks)	1075 Webster Road	March 20, 2007



SCHEDULE "X"



 ORANGE COUNTY

 WATER AUTHORITY

 1000 N. W. 10th St.

 Ocala, FL 32101

JULY 2013

 DATE

 2013.DWG

 DRAWN BY