
Agenda

September 17, 2025 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

All attachments and reports may be found at
www.lcwsa.us

1. Call to Order

2. Approval of Agenda

3. Approval of Minutes

- a. August 20, 2025 – Regular Meeting

4. Reports

- a. Financial Report – August 2025
b. Operations Report
c. Capital Report
d. Executive Director's Report
i. Budget Presentation

5. Other Business

Resolution No.: 2025 - 40 RESOLUTION TO SET THE PUBLIC HEARING FOR THE 2026 RATE AND FEE SCHEDULE

Resolution No.: 2025 - 41 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (LCWSA) REGIONAL WATER SUPPLY PROJECT IN LIVINGSTON COUNTY AS A TYPE I ACTION, ESTABLISHING LEAD AGENCY AND DETERMINING THE SIGNIFICANCE OF SUCH ACTION, AND DIRECTING THAT THE NEGATIVE DECLARATION BE PUBLISHED IN ACCORDANCE WITH SEQRA

Resolution No.: 2025 - 42 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE IMPROVEMENTS AND POTABLE WATER SUPPLY BETWEEN THE NEW YORK STATE OFFICE OF PARKS AND RECREATION AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

Resolution No.: 2025 - 43 RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY FOR SHELLY ROAD WATER TANK INSTALLATION

6. Adjournment

Next Regular Meeting: Wednesday, October 15, 2025 @ 8:00 am

Livingston County Water & Sewer Authority
PO Box 396, 1997 D'Angelo Drive, Lakeville, NY 14480
(585) 346-3523
www.lcwsa.us

Unreviewed Minutes
REGULAR MEETING
August 20, 2025 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. McKeown, B. Ceci, R. White, M. Falk, S. Beardsley, and T. Saunders

Others attending: J. Molino (Executive Director), L. Monaghan (Deputy Executive Director), M. Kosakowski (Director of Operations), R. Lewis (Principal Accountant), J. Campbell (Attorney), and S. Wright (Secretary)

Call to Order: 8:00 a.m.

Approval of Agenda:

Motion: S. Beardsley moved, and B. Ceci seconded to approve the agenda. Carried unanimously.

Approval of Minutes:

July 16, 2025 - Regular Meeting

Motion: M. Falk moved, and R. White seconded to approve the regular meeting minutes dated July 16, 2025. Carried unanimously.

Reports:

Financial Report July 2025

R. Lewis reviewed the July 2025 Financial Report. The 2025 Actuarial Report was distributed to the Board as well.

Motion: R. White moved, and S. Beardsley seconded to approve the July 2025 Financial Report. Carried unanimously.

Operations Report

M. Kosakowski reviewed the Operations Report. Staff completed a basic onsite E-One pump training. A more extensive training will be available offsite. Several Maintenance staff will be attending.

Capital Report

L. Monaghan reviewed the Capital Report.

Executive Director Report

J. Molino reviewed:

- Livingston County sent a letter of intent to include the Murray Hill campus as a location for the Regional Project in the SEQR review and to be included in the funding financing.
- NYS DOH is requiring an amended engineering report for the Regional Project because of the changes to the original report.
- Grant paperwork for the Regional Project is ready for submission.
- The Authority is working with financing agencies with regards to the Town of Springwater WWTP project.

Other Business:

Resolutions:

2025-32 **RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION**
Motion: R. White moved, and S. Beardsley seconded to approve Resolution 2025-32. Carried unanimously.

- 2025-33 RESOLUTION TO APPROVE A NINETEENTH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LAKEVILLE COLLECTION SYSTEM
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2025-33. Carried unanimously.
- 2025-34 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENT PROJECT WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS
Motion: B Ceci moved, and R. White seconded to approve Resolution 2025-34. Carried unanimously.
- 2025-35 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2025-35. Carried unanimously.
- 2025-36 RESOLUTION TO APPROVE AN TWENTIETH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LEICESTER / MT. MORRIS COLLECTION SYSTEM
Motion: S. Beardsley moved, and R. White seconded to approve Resolution 2025-36. Carried unanimously.
- 2025-37 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENT PROJECT WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS
Motion: R. White moved, and M. Falk seconded to approve Resolution 2025-37. Carried unanimously.
- 2025-38 RESOLUTIONS FOR AN APPLICATION TO THE NEW YORK STATE OFFICE OF GENERAL SERVICES
Motion: R. White moved, and T. Saunders seconded to approve Resolution 2025-38. Carried unanimously.
- 2025-39 RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LIMA FOR PROJECT MANAGEMENT AND OVERSIGHT SERVICES
Motion: R. White moved, and S. Beardsley seconded to approve Resolution 2025-39. Carried unanimously.

Adjournment: 9:06 a.m.

Motion: M. Falk moved, and T. Saunders seconded to close the meeting. Carried unanimously.

Livingston County Water and Sewer Authority

August 2025

Financial Report

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Cash	6
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Purchased Water Analysis	11
Purchased Sewer Analysis	12
Water/Sewer Retail Sales	13
Disbursements	
Capital \$ 24,311.14	14
Operating \$540,880.81	15-24
Debt <u>\$ 2,000.00</u>	25

Total Disbursements \$567,191.95

**August 2025
Revenue & Expenses**

REVENUE

2025 Budget Revenue - \$4,707,556

Year to date **\$2,835,989**

Current Period \$ 32,006

Retail Fees up \$ 143,804

Created new Revenue GL's for Fire Service & Surcharges that were previously in Retail Fees. Created new GL's for Customer Fines previously going to Late Fees. Adjusted Late Fees/Retail Fees due to incorrect mapping in the Billing Software

-Retail Fees represents billing 11/1/24-7/31/25, next billing November 2025 for 8/1/25-10/31/25

EXPENSES

2025 Budget Expenses - \$4,816,557

Year to Date Expenses \$ 3,217,483 (Approximately 66.8% of total budget)

Current Period **\$ 544,971**

Decreases

6190 Other Prof. Serv	\$ 20,965	Grant Writing
6310 Outside Services	\$ 92,922	Not all 2024 encumbrances have been paid. New in 2025 if a repair is done by an outside vendor it is being coded as 6621 (repair).
6620 Bldg. Supply	\$50,788	In 2024 all building supply/in house repairs were coded here, now only the supply is, in house repairs are coded as 6621.
6641 Other Govt's	\$24,718	Pd. Town of Livonia (from Compact of Town Restricted Funds)
6550 Chemicals	\$19,658	Per Jeff-buying in larger quantities, higher strength & using less. Predicting to be under budget.
6899 Prior Year Exp.	\$63,883	Colicino back invoices.

Increases

6120 Engineering Services	\$104,032	GS UV Project converted to operating expenses, SCADA Expansion at Lakeville & Springwater
6125 Project Engineering	\$ 66,703	Camp Run-Grant Funding
6140 Computer Services	\$39,170	Trimble & Ziptility Software, paying subscriptions at one time instead of several times a year. SCADA call outs. New Server
6150 Insurance	\$17,295	Premium increase, T. Springwater
6320 Lab Services	\$17,225	WET testing, T. Springwater
6420 Vehicle Maint.	\$14,497	Deer accident repair-Insurance reimbursed
6510 Purchased Water	\$69,341	See attached sheet. Timing of Payments (2024 pd July service period in Sept City of Rochester). Outside Town of Livonia rate increased .07.
6520 Purchased Sewer	\$17,522	See attached sheet. Timing of Payments (2024 pd. Q3 in Sept.)
6621 Maint. & Repair	\$146,417	Due to the decreases in 6310 & 6620.

Balance Sheet - Grouping
September 2025

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CURRENT ASSETS

Cash & Cash Equivalents:

01 Checking - Operating	8,003.95
03 Checking - Reserve	1,092,511.75
04 Checking - Debt Reserve	1,091,686.14
Total Cash & Cash Equivalents	2,192,201.84

Accounts Receivable:

03.1210	A/R Retail Fees	543,899.66
03.1211	A/R Town of Springwater Debt	(1,476.69)
04.1215	A/R Fees Debt	83,728.55
03.1230	Accrued Billing	0.00
04.1230	Accrued Billing	0.00
03.1235	A/R Relevy	0.00
04.1235	A/R Debt Relevy	0.00
03.1290	Other Receivables	139,920.00
	Total Accounts Receivable	766,071.52

Capital Contributions Receiv

03.1275	Contributions Receivable	14,112.85
03.1380	Contributuons Receivable-LT	60,346.45
03.1382	Cont. Rec.-LT Dairy Knoll	117,154.03
	Total Capital Contributions Re	191,613.33

Inventory:

01.1300	Inventory	47,406.00
	Total Inventory	47,406.00

Prepaid Expenses:

01.1700	Prepaid Expenses	181,951.63
03.1700	Prepaid Exp	0.00
	Total Prepaid Expenses	181,951.63

Funds Held for Others:

02.1100	Checking - Clearing	29,838.83
06.1185	Checking - Funds Held for Othe	1,481.13
	Total Funds Held for Others	31,319.96

Total CURRENT ASSETS **1,218,362.44**

NON-CURRENT ASSETS

Restricted Cash:

05.1160	Checking - Restricted	12,542.23
01.1181	SLGS Debt Reserve	112,279.00
01.1182	C8-6449-05-00-Reserve	280,811.56
04.1175	CD - for loan covenant's	85,280.00
07.1183	2024 BAN On Deposit with Trust	123,343.32
	Total Restricted Cash	614,256.11

Date 9/12/2025

Balance Sheet - Grouping NEW

Time 8:37 AM

Balance Sheet - Grouping

Period 09/2025

September 2025

Capital Contrib Receivable

(3)

Property & Equipment, Net Dep

01.1410	Land	150,284.85
01.1420	DP, Electronic, Comm Equip	648,421.54
01.1430	Automotive Equipment	1,194,137.42
01.1440	Bldg Maint, Tools, Machines	3,798,058.95
01.1450	Water Distribution Systems	22,582,796.61
01.1460	Sewer Collection Systems	32,435,747.71
01.1470	Buildings	6,205,399.54
01.1480	Leased Holdings Improvements	871,376.63
01.1490	Right to Use Asset VLivonia	259,308.62
01.1520	Accum Depr: Electronic Equip	(538,558.87)
01.1530	Accum Depr: Automotive	(550,975.21)
01.1540	Accum Depr: Tools, Machines	(2,273,898.90)
01.1550	Accum Depr: Water Systems	(6,121,630.63)
01.1560	Accum Depr: Sewer Systems	(13,292,245.47)
01.1570	Accum Depr: Buildings	(3,317,180.80)
01.1580	Accum. Dep-leased Holdings	(123,445.16)
01.1590	Accum Depr Right to Use	(98,746.64)
	Total Property & Equipment	41,828,850.19

Work-In-Progress

01.1600	Work-In-Progress	1,662,498.49
	Total Work-In-Progress	1,662,498.49

Deferred Outflow Asset

01.2200	Deferred Outflow-Pension	638,663.50
01.2210	Deferred Outflow -OPEB	305,043.00
	Total Deferred Outflow Asset	943,706.50

Total NON-CURRENT ASSETS **45,049,311.29**

TOTAL ASSETS **48,459,875.57**

CURRENT LIABILITIES

Accounts Payable

01.2050	Accrued Payroll	(6,987.72)
04.2025	Accrued Interest	12,536.00
	Total Accounts Payable	5,548.28

Current Portion Loans Payabl

01.2021	Current Portion-VLivonia lease	0.03
03.2019	Loan Pay ST-D0-18746	3,500,109.34
04.2019	Loan Pay ST-D0-18746	0.00
04.2020	Current Debt Payable	(0.29)
04.2022	Cur Port Debt C8-6449-05-00	0.00
07.2023	2023 BAN	0.00

Date 9/12/2025

Balance Sheet - Grouping NEW

Time 8:37 AM

Balance Sheet - Grouping

Period 09/2025

September 2025

Total Current Portion Loans Pa	3,500,109.08
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(4)

Other Current Liabilities

01.2090	Other Accounts Payable	3,470.32
	Total Other Current Liability	3,470.32

Fund Held for Others

01.2080	Funds Held for Others	(1,844.83)
02.2080	Funds Held For Others	29,673.35
06.2080	Funds Held for others	278.32
02.2085	Billing Owed to other Entity	175.44
	Total Funds Held for Others	28,282.28

Total CURRENT LIABILITIES	3,537,409.96
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NON-CURRENT LIABILITIES

System Revenue Notes Payable

01.2150	Lease Liability-V Livonia	115,039.42
01.2215	Deferred Inflows	399,550.00
01.2250	Deferred Inflow-Pension	277,865.00
01.2270	Net Pension Liability	532,073.00
01.2280	Total OPEB Liability	1,916,410.70
01.2290	Compensated Absences	47,437.48
04.2100	LT Debt	2,935,875.00
04.2101	LT Debt C8-6449-05-00	6,886,865.38
07.2102	LT Debt 2024 BAN	1,275,682.15
	Total System Revenue Notes Pay	14,386,798.13

Total NON-CURRENT LIABILITIES	14,386,798.13
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RETAIN EARNINGS & NET POSITION

Other

01.3020	Unrestricted	11,845,394.54
01.3030	Capital Assets, net debt	29,300,214.25
01.3040	Restricted	391,888.25
05.3030	Capital Assets, net debt	(510.00)
07.3030	Capital Assets, net debt	(123,343.00)
	Total Other	41,413,644.04

TOTAL LIABILITIES	59,337,852.13
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Total Funds Equity Balance	(10,877,976.56)
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Project	Project Name	Expenditures	Capitalized	Budget	Balance	Service Area	Funding	Financing			Date Began	End Date
								Grant/Contributed	Reserve	Debt		
DEBT & REIMBURSABLE PROJECTS												
31131	County Wide WaterSystem Improvements (EFC WIIA)	25,817.54	5,225,644.15	9,750,000	4,498,538.31	WR	DO 18746	\$ 3,000,000	\$ -	\$ 6,750,000	7/12/2019	
31450	Leicester/York Regional Water Project	317,641.38				WR						
31455	Conesus Lake PS Improvements (EFC WIIA)	972,622.42		8,750,000	7,777,377.58	SL	C8-6449-06-00	\$ 3,750,000	\$ -	\$ 5,000,000	2023	
		1,316,081.34			12,275,915.89							
GENERAL RESERVE PROJECTS												
Reserve Cash for Debt & Reimbursable Projects					\$ -							
31148	SCADA Design (Phase I)	\$ 265,462.80		\$ 370,000	\$ 104,537.20							
Total General Reserve Projects		265,462.80			104,537.20							
Total WIP Expense (GL 1600)		1,581,544.14										
		Expenses	Budget									
Studies/ Non Capital Projects												
SCADA Expansion Lakeville		19,759.15		77,000.00	57,240.85							
SCADA Expansion Springwater		39,200.00		49,000.00	9,800.00							
Total Studies/Non Capital Projects					67,040.85							
Less Grants				-								
Total General Reserves Projects +												
Total Studies/Non Capital		171,578.05										

	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est
Cash on hand 1st of each month	\$ 899	\$ 1,108	\$ 635	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 972	\$ 1,250
Cash Received														
Customer Billing	679	103.2	234.8	712	33.9	471.9	514.6	36.5	466.6	551.7	50.5	480.9	525	40
Miscellaneous	38.1	2.6	1.5	1.6	1.3	0.8	24.4	3.5	63.4	4.1	3.7	18.9	3	3
Debt/Project Related														
Billing Services/O & M Services			16.3		13.2	35.7	4.4			16.4		16.4		
Relevy								320.6						
adj. pre. Month														
BAN/Debt/Grant/Contrib Receipts					162	206.5	494.7		25					
EFC									70.7		136.7	22.5	200	
Cash Balance before expenditures	\$ 1,616	\$ 1,214	\$ 888	\$ 1,156	\$ 786	\$ 931	\$ 1,500	\$ 1,476	\$ 1,679	\$ 1,739	\$ 1,521	\$ 1,537	\$ 1,700	\$ 1,293
Operating Vouchers	452	366.5	417.1	523.5	533.2	452.3	304	415.5	444.9	373.8	377.9	540.8	350	350
Transfer to Debt/Relevy									53.5					
Project Vouchers	56	212.1	28.5	57	36.7	16.2	80.7	6.8	13.8	35.2	145.3	24.3	100	100
Estimated Expenditures														
Utilities														
Operating														
Projects														
Cash Balance after expenditures	\$ 1,108	\$ 635	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 972	\$ 1,250	\$ 843
Reserve Projects in Progress Budget Bal + Equipment to Purchase	265	265	360	251	192	192	177	177	177	110	104	104	104	104
Unallocated Cash Balance	\$ 843	\$ 370	\$ 82	\$ 324	\$ 24	\$ 270	\$ 938	\$ 877	\$ 990	\$ 1,220	\$ 894	\$ 868	\$ 1,146	\$ 739

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A12060 Oper:RL
Date 9/9/2025
Time 3:57 PM

Livingston Co. Water Sewer Authority

Page 1
Profit Loss Grouping Report
Period 08/2025

Profit Loss Report - Grouping Report

Account Description	August 2025					
	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
OPERATING REVENUE:						
Fees:						
4110 Retail Fees	1,080,719.89	2,337,256.42	2,481,060.89	143,804.47	4,288,969.00	1,807,908.11
4120 Wholesale Fees	227.76	505.89	757.74	251.85	0.00	(757.74)
4125 Wholesale Fees V Caledoni	17,977.31	117,699.92	124,330.46	6,630.54	180,000.00	55,669.54
Total Fees...	1,098,924.96	2,455,462.23	2,606,149.09	150,686.86	4,468,969.00	1,862,819.91
Permit Fees:						
4200 Permits	15,820.00	99,300.00	98,569.22	(730.78)	55,000.00	(43,569.22)
Total Permit Fees...	15,820.00	99,300.00	98,569.22	(730.78)	55,000.00	(43,569.22)
O&M Services:						
4130 O&M Services	0.00	23,230.00	23,460.00	230.00	23,460.00	0.00
Total O&M Services...	0.00	23,230.00	23,460.00	230.00	23,460.00	0.00
Other Income:						
4140 Late Fees	33.70	26,955.25	25,134.22	(1,821.03)	60,527.00	35,392.78
4145 Fire Service	3,400.00	0.00	10,260.00	10,260.00	0.00	(10,260.00)
4150 Surcharges	500.00	0.00	1,500.00	1,500.00	0.00	(1,500.00)
4155 Customer Fines	1,200.00	0.00	3,660.00	3,660.00	0.00	(3,660.00)
4160 Billing Services	3,250.00	9,375.00	9,875.00	500.00	13,000.00	3,125.00
4410 Miscellaneous Income	23,622.69	16,257.03	57,381.68	41,124.65	86,600.00	29,218.32
4415 Other Governments	0.00	5,000.00	0.00	(5,000.00)	0.00	0.00
Total Other Income...	32,006.39	57,587.28	107,810.90	50,223.62	160,127.00	52,316.10
Total OPERATING REVENUE...	(1,146,751.35)	(2,635,579.51)	(2,835,989.21)	(200,409.70)	(4,707,556.00)	(1,871,566.79)

OPERATING EXPENSE:

Wages & Fringes:

5010 Wages & Salaries	171,950.54	814,981.63	914,288.35	99,306.72	1,403,284.00	488,995.65
5020 Overtime	5,140.56	23,537.70	38,021.80	14,484.10	55,415.00	17,393.20
5030 FICA	13,634.85	62,571.13	72,114.23	9,543.10	111,590.00	39,475.77

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A12060 Oper:RL
Date 9/9/2025
Time 3:57 PM

Livingston Co. Water Sewer Authority

Page 2
Profit Loss Grouping Report
Period 08/2025

Profit Loss Report - Grouping Report

Account Description	August 2025					
	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
5040 Retirement	0.00	37,560.50	43,252.68	5,692.18	207,084.00	163,831.32
5048 Retiree Health Insurance	3,152.33	29,111.13	31,647.35	2,536.22	45,624.00	13,976.65
5050 Health Insurance	34,344.04	306,466.85	436,665.53	130,198.68	527,554.00	90,888.47
5060 Workman's Comp/Disability	0.00	23,389.07	22,321.00	(1,068.07)	25,275.00	2,954.00
5070 Unemployment	271.97	9,870.86	9,708.17	(162.69)	15,840.00	6,131.83
Total Wages & Fringes...	228,494.29	1,307,488.87	1,568,019.11	260,530.24	2,391,666.00	823,646.89
Professional Services:						
6110 Legal Services	0.00	25,537.42	10,901.25	(14,636.17)	32,200.00	21,298.75
6120 Engineering Services	33,207.51	15,238.60	119,270.22	104,031.62	90,000.00	(29,270.22)
6125 Project Engineering NC	3,976.60	0.00	66,709.30	66,709.30	0.00	(66,709.30)
6130 Financial Services	548.02	28,131.84	26,252.43	(1,879.41)	35,700.00	9,447.57
6140 Computer Services	944.00	37,248.35	76,418.20	39,169.85	53,310.00	(23,108.20)
6150 Insurance	12,794.61	81,070.00	98,365.05	17,295.05	145,000.00	46,634.95
6190 Other Professional Serv	250.00	21,615.34	650.00	(20,965.34)	15,000.00	14,350.00
Total Professional Ser...	51,720.74	208,841.55	398,566.45	189,724.90	371,210.00	(27,356.45)
Utilities:						
6210 Electricity	29,144.49	213,391.01	205,664.46	(7,726.55)	353,227.00	147,562.54
6220 Gas/Heating	1,592.98	16,532.52	19,076.57	2,544.05	31,336.00	12,259.43
6230 Telephone	688.97	12,043.51	18,242.39	6,198.88	21,617.00	3,374.61
Total Utilities...	31,426.44	241,967.04	242,983.42	1,016.38	406,180.00	163,196.58
Vehicle Expense:						
6420 Vehicle Mainteance	21,098.47	17,137.02	31,634.45	14,497.43	24,800.00	(6,834.45)
6430 Gasoline	9,088.51	20,636.35	17,916.86	(2,719.49)	47,351.00	29,434.14
Total Vehicle Expense...	30,186.98	37,773.37	49,551.31	11,777.94	72,151.00	22,599.69
Purchased Water/Sewer:						
6510 Purchased Water	52,249.48	252,660.56	322,001.59	69,341.03	746,462.00	424,460.41
6515 Purchased Water MCWA	17,977.31	93,564.62	109,614.92	16,050.30	0.00	(109,614.92)
6520 Purchased Sewer Treatment	20,132.43	31,519.95	49,042.40	17,522.45	80,000.00	30,957.60
Total Purchased WA/SW...	90,359.22	377,745.13	480,658.91	102,913.78	826,462.00	345,803.09
Equipment Maintenance:						
6610 Equipment Repair/Supply	2,918.11	4,246.73	5,989.89	1,743.16	14,600.00	8,610.11
6625 Equipment	1,296.16	38,093.89	43,280.18	5,186.29	48,846.00	5,565.82

Profit Loss Report - Grouping Report

Account Description	August 2025					
	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
6635 Equip Lease/Rental Contra	346.01	0.00	2,471.49	2,471.49	4,045.00	1,573.51
Total Equipment Mainte...	4,560.28	42,340.62	51,741.56	9,400.94	67,491.00	15,749.44
Building Maintenance:						
6305 Water/Sewer Installs	0.00	15,740.00	13,230.00	(2,510.00)	0.00	(13,230.00)
6310 Outside O&M Services	29,896.44	111,842.03	18,920.45	(92,921.58)	99,357.00	80,436.55
6315 Water/Sewer Repair	0.00	6,374.33	13,890.00	7,515.67	20,000.00	6,110.00
6320 Laboratory Services	9,541.12	18,625.00	35,849.87	17,224.87	39,600.00	3,750.13
6325 Sludge Hauling	12,157.80	0.00	32,832.30	32,832.30	31,750.00	(1,082.30)
6350 Refuse Collection	0.00	1,957.98	0.00	(1,957.98)	0.00	0.00
6360 Cleaning Service	(475.00)	2,600.00	0.00	(2,600.00)	0.00	0.00
6370 Building Rent	900.00	5,400.00	8,100.00	2,700.00	7,200.00	(900.00)
6620 Building Repair/Supply	13,854.10	125,430.22	74,641.76	(50,788.46)	114,080.00	39,438.24
6621 Maintenance & Repair	26,856.13	0.00	146,417.40	146,417.40	124,300.00	(22,117.40)
6622 Main Line Repairs	0.00	0.00	9,500.00	9,500.00	0.00	(9,500.00)
6640 Customer Installation Sup	4,125.43	33,757.09	24,054.87	(9,702.22)	37,500.00	13,445.13
6645 Lateral Repairs	8,900.00	0.00	8,900.00	8,900.00	0.00	(8,900.00)
6650 Chemicals	1,186.32	24,096.43	4,438.05	(19,658.38)	81,500.00	77,061.95
Total Building Maint...	106,942.34	345,823.08	390,774.70	44,951.62	555,287.00	164,512.30
Other Expenses:						
6340 Uniforms/Clothing	107.96	7,098.56	5,720.35	(1,378.21)	9,850.00	4,129.65
6641 Other Governments	0.00	24,717.86	0.00	(24,717.86)	0.00	0.00
6700 Permits, Fees, & Inspecti	450.00	5,421.63	2,999.05	(2,422.58)	3,165.00	165.95
6810 Postage & Freight	40.21	12,139.30	4,036.49	(8,102.81)	2,100.00	(1,936.49)
6820 Office Supplies	175.13	4,549.34	2,859.69	(1,689.65)	4,010.00	1,150.31
6830 Advertising	0.00	460.33	3,936.92	3,476.59	3,750.00	(186.92)
6840 Travel & Training	507.58	24,396.91	15,474.20	(8,922.71)	24,776.00	9,301.80
6885 Fines Errors & Losses	0.00	0.00	160.84	160.84	0.00	(160.84)
6890 Miscellaneous Expenses	0.00	0.00	0.09	0.09	0.00	(0.09)
6891 Contingency	0.00	0.00	0.00	0.00	37,959.00	37,959.00
6899 Prior Year Expense	0.00	63,883.28	0.00	(63,883.28)	0.00	0.00
Total Other Expenses...	1,280.88	142,667.21	35,187.63	(107,479.58)	85,610.00	50,422.37
Easements & Judgements:						
6870 Easements & Landtaking	0.00	0.00	0.00		40,000.00	40,000.00
6880 Judgements & Claims	0.00	0.00	0.00		500.00	500.00



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Livingston Co. Water Sewer Authority

Page 4
Profit Loss Grouping Report
Period 08/2025

Profit Loss Report - Grouping Report

Account Description	August 2025					
	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
Total Easements & Judg...	0.00	0.00	0.00		40,500.00	40,500.00
Total OPERATING EXPENSE	544,971.17	2,704,646.87	3,217,483.09	512,836.22	4,816,557.00	1,599,073.91
GAIN/LOSS BEFORE DEPRECIATION	601,780.18	(69,067.36)	(381,493.88)	(312,426.52)	(109,001.00)	272,492.88
Depreciation Expense:						
6910 Deprec Expense-Water	76,699.60	572,337.87	672,269.62	99,931.75	0.00	(672,269.62)
6920 Deprec Expense-Sewer	55,531.66	444,253.29	444,253.28	(0.01)	0.00	(444,253.28)
Total Depreciation Exp...	132,231.26	1,016,591.16	1,116,522.90	99,931.74	0.00	(1,116,522.90)
OPERATING-GAIN/LOSS	469,548.92	(1,085,658.52)	(1,498,016.78)	(412,358.26)	(109,001.00)	1,389,015.78
NON-OPERATING REVENUE/I						
Non-Operating Income:						
4115 Retail Fees-Debt Related	223,633.33	456,661.85	524,477.29	67,815.44	708,619.00	184,141.71
4300 Restricted Revenue	43.83	17,060.91	337.08	(16,723.83)	0.00	(337.08)
7110 Interest Income	8,313.22	59,279.15	61,024.25	1,745.10	8,343.00	(52,681.25)
Total Non-Oper Income...	231,990.38	533,001.91	585,838.62	52,836.71	716,962.00	131,123.38
Non-Operating Expense:						
8110 Interest Expense	0.00	84,935.77	79,045.84	(5,889.93)	88,007.00	8,961.16
8111 Least Interest Exp	0.00	4,019.83	3,249.00	(770.83)	0.00	(3,249.00)
8130 Grant Expense	0.00	0.00	284.85	284.85	0.00	(284.85)
8140 Debt Fees	2,000.00	12,371.95	10,724.00	(1,647.95)	14,077.00	3,353.00
Total Non-Operat Expen...	(2,000.00)	(101,327.55)	(93,303.69)	8,023.86	(102,084.00)	(8,780.31)
Total NON-OPERATING	229,990.38	431,674.36	492,534.93	60,860.57	614,878.00	122,343.07
NET GAIN/LOSS BEFORE CONTRIB	229,990.38	431,674.36	492,534.93	60,860.57	614,878.00	122,343.07
CAPITAL CONTRIBUTIONS						
Grant Revenue:						
9110 Grant & Donation Revenue	22,522.54	365,785.17	1,018,641.14	652,855.97	0.00	(1,018,641.14)
Total Grant Revenue...	22,522.54	365,785.17	1,018,641.14	652,855.97	0.00	(1,018,641.14)

5

Purchased Water 2024 vs. 2025

as of 8.31.25

	2024	
Vcaledonia Payable	\$ (1,169)	
V Avon	\$ (4,866)	
City of Roch Payable	\$ (35,025)	
Tavon Payable	\$ (3,780)	
Village of Lima	\$ (11,305)	
Town of Leicester	\$ (14,118)	

	2025	
Vcaledonia Payable	\$ (1,267)	
V Avon	\$ (3,950)	
City of Roch Payable	\$ (33,277)	
Tavon Payable	\$ (1,900)	
Village of Lima		
Town of Leicester		

Increase/Decrease
\$ (98)
\$ 916
\$ 1,748
\$ 1,880
\$ 11,305
\$ 14,118
\$ -

WB

Pd Date	TAVON	Period	Amount
2.1.23		10.25.23-1.29.24	\$ 7,266
5.15.24		02.1.24-04.25.24	\$ 2,963
9.18.24		4.26.24-7.29.24	\$ 2,709
11.6.24		7.30.24-10.30.24	\$ 2,861

WB

Pd Date	TAVON	Period	Amount
2.5.25		11.1.24-1.23.25	\$ 2,335
5.7.25		1.24.25-4.23.25	\$ 2,211
8.4.25		4.24.25-7.29.25	\$ 2,634

\$ (4,931)
\$ (751)
\$ 2,634

WA

Pd Date	VAVON	Period	Amount
2.7.24		11.1.23-1.31.24	\$ 5,711
5.15.24		02.01.24-04.30.24	\$ 6,587
8.7.24		5.1.24-7.31.24	\$ 4,971
11.21.24		8.1.24-10.31.24	\$ 6,299

WA

Pd Date	VAVON	Period	Amount
2.5.25		11.4.24-1.31.25	\$ 6,707
5.7.25		2.1.25-4.30.25	\$ 3,734
8.19.25		5.1.25-7.31.25	\$ 3,330

\$ 996
\$ (2,853)
\$ (1,641)

WC

Pd Date	Vcaledonia	Period	Amount
1.10.24		9.7.23-12.11.23	\$ 968
4.4.24		12.11.23-3.7.24	\$ 1,075
7.16.24		3.8.24-6.6.24	\$ 1,038
10.2.24		6.6.24-9.25.24	\$ 1,045
12.31.24			\$ 308

WC

Pd Date	Vcaledonia	Period	Amount
01.10.25		9.05.24-12.5.24	\$ 959
4.2.25		12.5.24-3.6.25	\$ 979
7.15.25		3.7.25-6.5.25	\$ 1,020

\$ (9)
\$ (96)
\$ (18)

WR

Pd Date	City of Roch	Period	Amount
1.17.24		12.1.23-12.31.23	\$ 22,025
2.9.24		12.31.23-1.31.24	\$ 26,999
3.20.24		1.31.24-2.23.24	\$ 43,503
4.17.24		2.23.24-3.26.24	\$ 29,877
5.15.24		03.27.24-04.26.24	\$ 34,520
6.18.24		04.26.24-5.30.24	\$ 34,533
7.16.24		5.31.24-6.26.24	\$ 31,419
9.17.24		6.6.24-7.31.24	\$ 41,856
10.2.24		7.31.24-8.31.24	\$ 33,405
11.6.24		8.28.24-9.27.24	\$ 35,830
12.4.24		9.27.24-10.30.24	\$ 41,705
12.18.24		10.30.24-11.26.24	\$ 23,328

WR

Pd Date	City of Roch	Period	Amount
2.5.25	Est	11.26.24-12.30.24	\$ 45,554
2.26.25	Est	12.31.24-1.31.25	\$ 29,125
3.19.25	Actual	1.31.25-2.28.25	\$ 33,195
4.16.25	Actual	2.28.25-3.28.25	\$ 32,796
6.4.25 &			
6.17.25	Actual	3.28.25-5.30.25	\$ 73,685
7.15.25	Actual	5.31.25-6.26.25	\$ 34,023
8.20.25	Actual	6.26.25-7.31.25	\$ 44,547

\$ -
\$ -
\$ (22,025)
\$ 18,555
\$ 29,125
\$ (10,308)
\$ 2,919
\$ (34,520)
\$ 39,152
\$ 2,604
\$ 44,547

V Lima

Pd Date	V Lima	Period	Amount
1.17.24		2023	\$ 5,517
7.3.24			
9.18.24			
12.18.24			
12.31.24			
7.3.24	V Lima	1.1.24-5.31.24	\$ 6,159
9.18.24	V Lima	5.21.24-6.22.24	\$ 3,150
12.18.24	V Lima	July-Oct	3952.78
12.31.24	V Lima	November	1177
12.31.24	V Lima	December	\$ 1,400

V Lima

Pd Date	V Lima	Period	Amount
1.15.25		12.1.24-12.31.24	\$ 1,214
2.26.25		1.1.25-1.31.25	\$ 1,793
3.19.25		2.1.25-2.28.25	\$ 1,442
5.7.25		3.31.25-3.31.25	\$ 1,603
7.15.25		4.1.25-6.30.25	\$ 4,227
8.19.25		7.125-7.31.25	\$ 1,738

\$ (4,303)
\$ 1,793
\$ 1,442
\$ 1,603
\$ (1,932)
\$ 1,738

Tleicester (T. York)

Pd Date	Period	Amount
2.7.24	10-1.23-12/31/23	\$ 14,118
4.17.24	1.1.24-3.31.24	\$ 19,173
7.3.24	4.1.24-6.30.24	\$ 15,239
10.2.24	7.1.24-9.30.24	\$ 5,897
12.31.24	10.1.24-12.31.24	\$ 6,022

Tleicester (T. York)

Pd Date	Period	Amount
5.7.25	1.1.25-3.31.25	\$ 4,868
7.15.25	4.1.25-6.30.25	\$ 5,848

\$ -
\$ (14,118)
\$ (19,173)
\$ 4,868
\$ (9,391)

Vleicester

Pd Date	Period	Amount
7.16.24	4/1/24-6/30/24	\$ 9,263
10.16.24	7.1.24-9.30.24	\$ 12,432.00
12.31.24	10.1.24-12.31.24	\$ 11,375.00

Vleicester

Pd Date	Period	Amount
4.16.24	1.1.25-3.31.25	\$ 11,467
7.15.25	4.1.25-6.30.25	\$ 11,361.53

\$ 11,467
\$ 2,099

Over/Under Prev. Year

Over/Under Prev. Year

\$ 322,003

\$ 69,343

Purchased Sewer 2025 vs 2024

**As of
9/5/2025**

Payable

Village of Avon	\$ (3,508.00)
Village of Mt. Morris	\$ (7,558.00)

SA

Pd Date	Period	Amount
2.21.24	11.1.23-1.31.24	9189.46
5.15.24	2.1.24-4.30.24	9148.14
9.4.24	5.1.24-7.31.24	8586
11.6.24	8.1.24-10.31.24	8965.08

SM

Pd Date	Period	Amount
2.21.24	11.1.24-1.31.24	13001
5.15.24	2.1.24-4.30.24	11247
9.4.24	5.1.24-7.31.24	13398.55
11.21.24	8.1.24-10.31.24	16377.99

\$ 78,847.22

Payable

Village of Avon	\$ (5,830)	\$ (2,322)
Village of Mt. Morris	\$ (9,004)	\$ (1,446)

SA

Pd Date	Period	Amount	
2.5.25	11.1.24-1.31.25	\$ 9,236	\$ 46
5.7.25	2.1.25-4.30.25	\$ 9,119	\$ (29)
8.4.25	5.1.25-7.31.25	\$ 8,962	\$ 8,962

SM

Pd Date	Period	Amount	
2.5.25	11.1.24-1.31.25	\$ 13,133	\$ 132
5.15.25	2.1.25-4.30.25	\$ 12,256	\$ 1,009
8.4.25	5.1.2-7.31.25	\$ 11,171	\$ 11,171

\$ 49,042 \$ 17,523

(19)

(13)

District	Aug-24	Aug-25	% (+/-)	
SA	\$ 29,885.09	\$ 32,165.50	7.63	
SA-2	\$ 11,446.00	\$ 12,133.38	6.01	
SD	\$ 10,048.33	\$ 10,413.26	3.63	
SL-1	\$ 7,390.88	\$ 8,024.38	8.57	
SL-2	\$ 294,560.02	\$ 305,300.70	3.65	
SL-4	\$ 14,770.27	\$ 15,189.60	2.84	
SL-5	\$ 18,004.56	\$ 18,012.99	0.05	
SL91	\$ 77,500.47	\$ 77,161.95	(0.44)	
SM1	\$ 13,946.31	\$ 14,574.06	4.50	
SM-2	\$ 8,028.49	\$ 7,996.31	(0.40)	
TSPRING-S		\$ 30,366.99		
WA1	\$ 8,102.60	\$ 6,662.86	(17.77)	Rate -1.20 from last year and consumption down 100,000 gal.
WB	\$ 3,814.57	\$ 3,254.31	(14.69)	Rate -1.20 from last year and consumption down 60,000 gal.
WC	\$ 3,512.74	\$ 3,144.20	(10.49)	water use down 70,000gal
WM1	\$ 15,263.36	\$ -	(100.00)	
WM2	\$ 2,496.80	\$ -	(100.00)	
WRWL-GROV	\$ 14,918.34	\$ 15,262.57	2.31	
WR1	\$ 37,079.73	\$ 34,511.40	(6.93)	Consumption down 900,000 gal
WR10	\$ 11,920.36	\$ 10,940.44	(8.22)	consumption down 300,000 gal
WR11	\$ 1,724.15	\$ 1,543.12	(10.50)	
WR12		\$ 16,097.38		WM1 AND WM2 are now combine in WR12
WR13	\$ 887.91	\$ 889.91	0.23	
WR14	\$ 84,951.53	\$ 121,093.36	42.54	DOCCS up 8Mil gal over last year same time \$34,000
WR2	\$ 7,020.09	\$ 6,634.23	(5.50)	consumption down 200,000 gal
WR3	\$ 340.14	\$ 314.96	(7.40)	Consumption down 6,000gal
WR4	\$ 35,840.55	\$ 33,428.96	(6.73)	Usage down 200,000 gal
WR5	\$ 41,264.19	\$ 41,008.39	(0.62)	
WR6	\$ 4,055.27	\$ 3,887.34	(4.14)	
WR7	\$ 112,386.49	\$ 112,363.65	(0.02)	
WR8	\$ 29,367.25	\$ 27,970.59	(4.76)	
WRH1	\$ 124.83	\$ 227.76	82.46	
WR91	\$ 61,718.12	\$ 61,636.09	(0.13)	
W1LR	\$ 4,188.67	\$ 3,842.58	(8.26)	
W2LR	\$ 11,764.77	\$ 11,439.57	(2.76)	
W3LR	\$ 3,491.68	\$ 3,293.19	(5.68)	
W4LR	\$ 747.48	\$ 827.59	10.72	
T/L	\$ 20,183	\$ 22,794.60	12.94	
LEIC36	\$ 3,165.05	\$ 4,391.33	38.74	
TSPRING-W		\$ 11,877.54		
TOTALS	1,020,978.26	1,090,677.04	6.83	

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Capital Expense Overview
From 8/1/2025 through 8/31/2025

14

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
Clark Patterson Lee*						
	8/6/2025	P31450 Prof Svs 01/01/25 - 06/27/25	1600	Work-In-Progress	6,209.13	5580
Transaction Total					6,209.13	
GHD Consulting Services Inc*						
	8/20/2025	P31455 CLPS Prof Svs 06/29/25 - 08/01/25	1600	Work-In-Progress	2,308.26	5629
Transaction Total					2,308.26	
Motion Ai*						
	8/20/2025	P31455 - Pay App 1	1600	Work-In-Progress	15,793.75	5637
Transaction Total					15,793.75	
Grand Totals...					24,311.14	

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Operating Expense Overview
From 8/1/2025 through 8/31/2025

(15)

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
ALS Group USA*						
	8/6/2025	Springwater CHA Samples 07/14/25	6320	Laboratory Services	461.00	5572
	8/20/2025	Lakeville Samples 07/31/25	6320	Laboratory Services	264.00	5616
	8/6/2025	Groveland Samples 07/02/25	6320	Laboratory Services	202.00	5572
	8/6/2025	Springwater Samples 06/26/25	6320	Laboratory Services	268.00	5572
	8/6/2025	Springwater Samples 07/02/25	6320	Laboratory Services	268.00	5572
	8/6/2025	Lakeville Samples 07/02/25	6320	Laboratory Services	264.00	5572
	8/6/2025	Lakeville Samples 07/10/25	6320	Laboratory Services	264.00	5572
	8/6/2025	Springwater CHA Samples 07/10/25	6320	Laboratory Services	461.00	5573
	8/6/2025	Springwater CHA Samples 07/11/25	6320	Laboratory Services	461.00	5573
	8/6/2025	Springwater CHA Samples 07/14/25	6320	Laboratory Services	461.00	5573
	8/20/2025	Lakeville Wet Testing	6320	Laboratory Services	2,600.00	5616
	8/20/2025	Water Samples 07/24/25	6320	Laboratory Services	130.00	5616
	8/6/2025	Springwater CHA Samples 07/15/25	6320	Laboratory Services	481.00	5572
	8/6/2025	Springwater CHA Samples 07/16/25	6320	Laboratory Services	426.00	5572
	8/6/2025	Groveland Samples 07/17/25	6320	Laboratory Services	202.00	5572
	8/6/2025	Springwater Samples 07/17/25	6320	Laboratory Services	268.00	5572
	8/6/2025	Lakeville Samples 07/17/25	6320	Laboratory Services	316.00	5572
	8/6/2025	Water Samples 07/21/25	6320	Laboratory Services	270.00	5572
	8/6/2025	Water Samples 07/14/25	6320	Laboratory Services	275.00	5572
	8/6/2025	Lakeville Samples 06/26/25	6320	Laboratory Services	316.00	5572
	8/20/2025	Water Samples 08/12/25	6320	Laboratory Services	340.00	5616
	8/6/2025	Springwater CHA Samples 07/14/25	6320	Laboratory Services	461.00	5573
Transaction Total					9,459.00	
American Water Works Association*						
	8/6/2025	Membership 10/01/25 - 09/30/26	6840	Travel & Training	469.00	5574
Transaction Total					469.00	
Aquafix Inc*						
	8/6/2025	Groveland Wet Well FOG Removal	6620	Building Supply	199.09	5575
Transaction Total					199.09	
Bailey Electric Motor Pump & Supply						
	8/6/2025	Hemlock in the Woods PS	6620	Building Supply	1,779.66	5576
Transaction Total					1,779.66	
Besco Electric Supply*						
	8/6/2025	Tracer Wire	6620	Building Supply	548.50	5577
Transaction Total					548.50	
Blair Supply Corp*						
	8/20/2025	Hydrant repair Leicester	6620	Building Supply	1,284.53	5617
Transaction Total					1,284.53	
Briggs Tire & Farm Service Inc*						
	8/20/2025	2024 F250 Plow Truck Matt M- tire	6420	Vehicle Maint/Repair	64.56	5618
	8/20/2025	2024 F250 Plow Truck Matt M- tire	6420	Vehicle Maint/Repair	55.44	5618
Transaction Total					120.00	
CSEA Employee Benefit Fund Dental						
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	191.18	5619
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	164.18	5619
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	33.04	5619
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	2050	Accrued Payroll	734.25	5619
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	352.59	5619

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expense</u>	<u>Check #</u>
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	302.78	5619
	8/20/2025	Dental and Vision 09/01/25 - 09/30/25	5050	Health Insurance	242.25	5619
Transaction Total					2,020.27	
CSEA, Inc*						
	8/6/2025	Union Dues 07/04/25, 07/18/25	2050	Accrued Payroll	549.88	5578
Transaction Total					549.88	
Casella Organics*						
	8/6/2025	06/30/25 Sludge Disposal	6325	Sludge Hauling	12,157.80	5579
Transaction Total					12,157.80	
Casella Waste Services*						
	8/20/2025	08/01/25 - 08/31/25	6310	Outside O & M Services	125.24	5620
	8/20/2025	08/01/25 - 08/31/25	6310	Outside O & M Services	145.86	5620
Transaction Total					271.10	
Charter Communications*						
	8/20/2025	08/08/25 - 09/07/25 1997 D'Angelo Dr	6140	Computer Services	85.47	5621
	8/20/2025	08/08/25 - 09/07/25 1997 D'Angelo Dr	6140	Computer Services	99.53	5621
Transaction Total					185.00	
City Treasurer, Rochester, NY*						
	8/20/2025	06/26/25 - 07/31/25	6510	Purchased Water	44,547.00	5622
Transaction Total					44,547.00	
Clark Patterson Lee*						
	8/20/2025	Regional Water Prof Services up to 07/	6120	Engineering Services	866.53	5623
	8/6/2025	General A/E Services 05/24/25 - 06/27/	6120	Engineering Services	240.12	5580
	8/6/2025	General A/E Services 05/24/25 - 06/27/	6120	Engineering Services	278.68	5580
	8/20/2025	Grant Prep - Outbound PS 06/26/25 - C	6120	Engineering Services	515.00	5623
	8/20/2025	General A/E Services 06/28/25 - 07/25/	6120	Engineering Services	270.73	5623
	8/20/2025	General A/E Services 06/28/25 - 07/25/	6120	Engineering Services	315.27	5623
Transaction Total					2,486.33	
Clog Doctor*						
	8/20/2025	7299 Depot Rd Springwater - Sewer Cl	6621	Maint & Repair (Bldg & Prop)	400.00	5624
Transaction Total					400.00	
Colacino Industries Inc*						
	8/6/2025	Springwater WaterPlant Generator Par	6621	Maint & Repair (Bldg & Prop)	8,012.89	5581
	8/6/2025	Transfer Switch Failure 2E 5926 ELR	6310	Outside O & M Services	580.00	5581
Transaction Total					8,592.89	
Cold Springs Environmental*						
	8/6/2025	Lakeville Flowmeter, Gas Meter Calibr	6310	Outside O & M Services	2,340.00	5582
Transaction Total					2,340.00	
Commercial Automotive*						
	8/20/2025	2018 RAM #101 Diesel Oil Pan	6420	Vehicle Maint/Repair	439.96	5625
	8/20/2025	2018 RAM #101 Diesel Oil Pan	6420	Vehicle Maint/Repair	377.80	5625
	8/6/2025	2023 Ford F150 #112 Treatment oil ch	6420	Vehicle Maint/Repair	10.62	5583
	8/20/2025	2021 Chevy #105 Jamie C - Oil Chang	6420	Vehicle Maint/Repair	29.59	5625
	8/20/2025	2021 Chevy #105 Jamie C - Oil Chang	6420	Vehicle Maint/Repair	25.40	5625
	8/20/2025	2021 Chevy #106 JBauer Air condition	6420	Vehicle Maint/Repair	617.99	5625
	8/20/2025	2021 Chevy #106 JBauer Air condition	6420	Vehicle Maint/Repair	530.69	5625
	8/20/2025	2022 Ford F150 Joe H Oil Change	6420	Vehicle Maint/Repair	24.21	5625
	8/20/2025	2022 Ford F150 Joe H Oil Change	6420	Vehicle Maint/Repair	20.78	5625
	8/6/2025	2023 Ford F150 #112 Treatment oil ch	6420	Vehicle Maint/Repair	12.37	5583
	8/6/2025	2022 Ford F150 #107 brakes, NYS ins	6420	Vehicle Maint/Repair	369.57	5583
	8/6/2025	2022 Ford F150 #107 brakes, NYS ins	6420	Vehicle Maint/Repair	430.37	5583

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Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expense	Check #
Transaction Total					2,889.35	
Complete Payroll*						
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	752.43	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	646.11	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	132.54	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	953.16	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	1,142.51	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5030	FICA	981.11	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5070	Unemployment	13.93	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5070	Unemployment	11.97	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5020	Overtime	842.23	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5020	Overtime	980.77	285
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	11,885.78	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	13,841.02	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	11,606.39	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	1,659.29	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	8,056.48	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5010	Wages & Salaries	9,381.79	277
	8/15/2025	PR 17 (7/27/25-8/9/25)	6130	Financial Services	80.33	281
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	9,419.40	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5020	Overtime	423.31	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	11,440.47	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	13,322.45	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	11,509.38	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	1,659.29	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	5010	Wages & Salaries	8,088.78	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	6130	Financial Services	72.81	285
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	6130	Financial Services	62.53	285
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	911.51	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	1,061.46	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	940.81	281
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	978.65	277
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	643.38	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	749.22	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5070	Unemployment	36.60	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5070	Unemployment	31.42	281
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	1,129.32	277
	8/15/2025	PR 17 (7/27/25-8/9/25)	6130	Financial Services	68.99	281
	8/1/2025	PR 16 (7/13/25-7/26/25)	6130	Financial Services	121.67	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	6130	Financial Services	141.69	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5070	Unemployment	82.26	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5070	Unemployment	95.79	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	969.79	277
	8/15/2025	PR 17 (7/27/25-8/9/25)	5020	Overtime	420.02	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5020	Overtime	489.11	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5020	Overtime	396.40	281
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	131.23	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	637.15	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5030	FICA	741.96	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5020	Overtime	376.76	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5020	Overtime	438.74	277
	8/1/2025	PR 16 (7/13/25-7/26/25)	5020	Overtime	768.16	277
	8/15/2025	PR 17 (7/27/25-8/9/25)	5030	FICA	132.51	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	9,379.08	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	8,054.15	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5020	Overtime	2.34	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5020	Overtime	2.72	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	10,994.08	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	12,802.63	281
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	11,384.62	281

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expense.</u>	<u>Check #</u>
	8/15/2025	PR 17 (7/27/25-8/9/25)	5010	Wages & Salaries	1,659.29	281
Transaction Total					185,739.77	
Constellation NewEnergy, Inc*						
	8/6/2025	07/01/25 - 07/30/25	6210	Electricity	60.33	5584
	8/6/2025	07/01/25 - 07/30/25	6210	Electricity	30.24	5584
Transaction Total					90.57	
Corby's Collision Inc.*						
	8/18/2025	2023 Ford Deer Hit Repair	6420	Vehicle Maint/Repair	8,160.07	283
	8/18/2025	2023 Ford Deer Hit Repair	6420	Vehicle Maint/Repair	9,502.42	283
Transaction Total					17,662.49	
Core and Main LP*						
	8/6/2025	Water Pipe	6620	Building Supply	128.00	5585
	8/6/2025	Hydrant Meter part	6620	Building Supply	155.42	5585
Transaction Total					283.42	
Data Mail, Inc*						
	8/20/2025	Quarterly Billing 05/01/25 - 07/31/25	6310	Outside O & M Services	2,020.85	5626
	8/20/2025	Quarterly Billing 05/01/25 - 07/31/25	6310	Outside O & M Services	2,353.29	5626
Transaction Total					4,374.14	
Elan Financial Services*						
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	41.57	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	48.42	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6310	Outside O & M Services	16.84	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6310	Outside O & M Services	14.46	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	103.48	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	120.52	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6610	Equipment Repair/Supply	53.67	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	108.68	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	-6.38	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	94.32	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6810	Postage	0.90	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6810	Postage	0.76	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6810	Postage	0.90	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	25.83	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	11.10	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	9.53	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6625	Purchased Equipment	279.98	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	9.99	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	73.94	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6625	Purchased Equipment	122.42	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6810	Postage	0.76	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	27.94	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	23.99	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6625	Purchased Equipment	142.56	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	22.17	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	7.50	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	4.73	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	63.75	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	74.25	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	15.98	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	18.62	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	4.06	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6610	Equipment Repair/Supply	130.86	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6610	Equipment Repair/Supply	62.50	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6420	Vehicle Maint/Repair	55.44	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6420	Vehicle Maint/Repair	64.56	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	12.52	5650

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	14.59	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	4.84	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6820	Office Supplies	5.65	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6340	Uniforms & Clothing	102.96	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	140.88	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	15.36	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	5.00	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	5.00	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6340	Uniforms & Clothing	5.00	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	24.04	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6810	Postage	36.89	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6310	Outside O & M Services	31.32	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6310	Outside O & M Services	36.48	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	4.15	5650
	8/22/2025	07/16/25 - 08/14/25 Five Star Bank CC	6620	Building Supply	4.84	5650

Transaction Total 2,300.12

Excellus Health Plan-Group*

8/20/2025	09/01/25 - 09/30/25	5048	Retiree Health Insurance	734.82	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	4,422.87	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	3,798.09	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	596.45	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	7,216.17	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	8,872.93	5627
8/20/2025	09/01/25 - 09/30/25	5050	Health Insurance	7,619.51	5627
8/20/2025	09/01/25 - 09/30/25	5048	Retiree Health Insurance	855.70	5627

Transaction Total 34,116.54

F.W. Webb*

8/6/2025	tools	6625	Purchased Equipment	648.65	5586
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Transaction Total 648.65

Fineline Pipeline, Inc*

8/20/2025	Restorations and paving	6621	Maint & Repair (Bldg & Prop)	3,645.00	5628
8/6/2025	28 Washington St, Livonia Sewer Later	6645	Lateral Repairs	8,900.00	5587

Transaction Total 12,545.00

G&G Municipal Consulting and Grant

8/6/2025	Leicester Trailer Park CDBG Report	6190	Other Professional Services	250.00	5588
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Transaction Total 250.00

GHD Consulting Services Inc*

8/20/2025	SCADA Expansion 06/29/25 - 08/02/25	6120	Engineering Services	15,606.91	5629
8/20/2025	SCADA Expansion 06/29/25 - 08/02/25	6120	Engineering Services	13,402.22	5629
8/20/2025	SCADA 2055 On Call 06/29/25 - 08/02/25	6120	Engineering Services	921.08	5629
8/20/2025	SCADA 2055 On Call 06/29/25 - 08/02/25	6120	Engineering Services	790.97	5629

Transaction Total 30,721.18

Genesee & Wyoming Railroad Comp:

8/6/2025	Sanitary Sewer Pipeline 09/01/25 - 08/	6700	Permits/Fees/Inspections	150.00	5589
8/6/2025	Sanitary Sewer Pipeline 09/01/25 - 08/	6700	Permits/Fees/Inspections	150.00	5589
8/6/2025	Sanitary Sewer Pipeline 09/01/25 - 08/	6700	Permits/Fees/Inspections	150.00	5589

Transaction Total 450.00

Genesee Lumber Inc*

8/6/2025	Keys	6620	Building Supply	6.01	5590
8/6/2025	Keys	6620	Building Supply	5.15	5590
8/20/2025	Shop Supplies	6620	Building Supply	22.43	5630
8/20/2025	ARS and E. Groveland Pits	6620	Building Supply	31.98	5630
8/20/2025	Truck supplies	6620	Building Supply	22.04	5630
8/20/2025	Truck supplies	6620	Building Supply	18.91	5630

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	8/6/2025	Tool for Truck - Pliers	6625	Purchased Equipment	9.23	5590
	8/6/2025	Outbound Station Bug Spray	6620	Building Supply	9.88	5590
	8/6/2025	Shop Tool Chip Brush	6625	Purchased Equipment	3.31	5590
	8/6/2025	Shop Tool Chip Brush	6625	Purchased Equipment	3.87	5590
	8/6/2025	Outbound Station Bug Spray	6620	Building Supply	8.48	5590
	8/6/2025	Tool for Truck - Pliers	6625	Purchased Equipment	10.76	5590
	8/20/2025	Shop Supplies	6620	Building Supply	26.13	5630
	8/20/2025	Truck supply	6620	Building Supply	5.54	5630
	8/20/2025	Mortar Mix	6620	Building Supply	42.45	5630
	8/20/2025	Garden rakes	6625	Purchased Equipment	19.39	5630
	8/20/2025	Outlets for PRV Vaults	6620	Building Supply	45.98	5630
	8/20/2025	E Groveland Rd PRV Vault	6620	Building Supply	9.18	5630
	8/20/2025	Garden rakes	6625	Purchased Equipment	22.58	5630
	8/20/2025	Groveland Centrifuge part	6620	Building Supply	6.58	5630
	8/20/2025	Admin office battery backup	6620	Building Supply	21.50	5630
	8/20/2025	Admin office battery backup	6620	Building Supply	18.46	5630
	8/20/2025	Truck supply	6620	Building Supply	6.45	5630
Transaction Total					376.29	
Grainger*						
	8/6/2025	paper towels, toilet paper	6620	Building Supply	117.72	5591
	8/6/2025	paper towels, toilet paper	6620	Building Supply	137.09	5591
	8/6/2025	Marking Paint Blue, Green	6620	Building Supply	214.56	5591
	8/6/2025	Marking Paint Blue, Green	6620	Building Supply	214.56	5591
	8/20/2025	Batteries for Sewer Flow Meters	6620	Building Supply	550.44	5631
	8/20/2025	Pressure gauge	6625	Purchased Equipment	33.41	5631
	8/20/2025	Sump Pumps, Dehumidifiers	6620	Building Supply	1,069.76	5631
	8/20/2025	Door lockset - Admin Bldg, Jason M ofi	6620	Building Supply	48.65	5631
	8/20/2025	Door lockset - Admin Bldg, Jason M ofi	6620	Building Supply	56.65	5631
	8/20/2025	Sump Pumps, Dehumidifiers	6620	Building Supply	918.64	5631
	8/20/2025	Stock Safety Glasses, Ear Plugs	6620	Building Supply	91.93	5631
	8/20/2025	Stock Safety Glasses, Ear Plugs	6620	Building Supply	78.93	5631
Transaction Total					3,532.34	
Honeoye Falls Napa*						
	8/6/2025	Conesus Gates - degreaser	6620	Building Supply	13.98	5592
	8/20/2025	Battery for backup generator	6620	Building Supply	88.37	5632
	8/20/2025	Battery for backup generator	6620	Building Supply	75.87	5632
Transaction Total					178.22	
Integrated Corporate Health, LLC*						
	8/20/2025	Health Coaching Services 07/01/25 - 0	5050	Health Insurance	245.78	5633
	8/20/2025	Health Coaching Services 07/01/25 - 0	5050	Health Insurance	286.22	5633
Transaction Total					532.00	
Invoice Cloud*						
	8/5/2025	Portale Fees 7/1/25-7/31/25	6310	Outside O & M Services	86.67	278
	8/5/2025	Portale Fees 7/1/25-7/31/25	6310	Outside O & M Services	74.43	278
Transaction Total					161.10	
Jackson Welding & Gas Products*						
	8/6/2025	Cylinder Rental	6620	Building Supply	23.37	5593
	8/6/2025	Cylinder Rental	6620	Building Supply	20.06	5593
Transaction Total					43.43	
Lakeside Equipment Corp*						
	8/20/2025	Lakeville Clarifier parts	6620	Building Supply	3,420.00	5634
Transaction Total					3,420.00	
Layer 3 Technologies*						
	8/20/2025	Time Block	1700	Prepaid Expenses	5,750.00	5635



<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	8/6/2025	SCADA Niver Rd prorated plan change	6140	Computer Services	519.00	5594
	8/6/2025	ABS Enterprise 06/30/25-11/14/25	6140	Computer Services	110.88	5594
	8/6/2025	ABS Enterprise 06/30/25-11/14/25	6140	Computer Services	129.12	5594
Transaction Total					6,509.00	
Livingston Co Treasurer*						
	8/6/2025	Retiree Health Insurance 07/01/25 - 07	5048	Retiree Health Insurance	840.26	5595
	8/6/2025	Retiree Health Insurance 07/01/25 - 07	5048	Retiree Health Insurance	721.55	5595
Transaction Total					1,561.81	
Molino, Jason*						
	8/6/2025	Cell Phone allowance 08/01/25 - 08/31.	6230	Telephone	26.70	5596
	8/6/2025	Cell Phone allowance 08/01/25 - 08/31.	6230	Telephone	23.30	5596
Transaction Total					50.00	
Monaghan, Lauren*						
	8/6/2025	Cell Phone allowance 08/01/25 - 08/31.	6230	Telephone	23.30	5597
	8/6/2025	Cell Phone allowance 08/01/25 - 08/31.	6230	Telephone	26.70	5597
Transaction Total					50.00	
Monroe County Water Authority*						
	8/20/2025	17977.31	6515	Purchased Water MCWA	17,977.31	5636
Transaction Total					17,977.31	
NYS Deferred Compensation Plan*						
	8/29/2025	PR18 (08.10.25 - 08.23.25) PD 08.29.2	2050	Accrued Payroll	1,545.52	284
	8/15/2025	PR 17 (7/27/25-8/9/25)	2050	Accrued Payroll	1,531.31	280
	8/1/2025	PR 16 (7/13/25-7/26/25)	2050	Accrued Payroll	1,240.85	276
Transaction Total					4,317.68	
NYS Employees Retirement System*						
	8/29/2025	August 2025 Employee Retirement	2050	Accrued Payroll	3,158.61	286
Transaction Total					3,158.61	
NYSEG*						
	8/6/2025	06/10/25 - 07/09/25	6210	Electricity	90.65	5598
	8/6/2025	06/10/25 - 07/09/25	6220	Gas/Heating	17.93	5598
	8/6/2025	06/10/25 - 07/09/25	6220	Gas/Heating	279.95	5598
	8/6/2025	06/10/25 - 07/09/25	6210	Electricity	60.82	5598
	8/6/2025	06/10/25 - 07/09/25	6210	Electricity	671.37	5598
	8/6/2025	06/10/25 - 07/09/25	6210	Electricity	158.47	5598
	8/6/2025	06/10/25 - 07/09/25	6220	Gas/Heating	142.34	5598
Transaction Total					1,421.53	
National Grid*						
	8/6/2025	06/27/25 - 07/31/25	6210	Electricity	7,280.45	5599
	8/6/2025	06/27/25 - 07/31/25	6210	Electricity	699.06	5599
	8/6/2025	06/27/25 - 07/31/25	6210	Electricity	6,493.37	5599
Transaction Total					14,472.88	
Nexamp*						
	8/20/2025	04/26/25 - 05/27/25 Solar Discounts	6210	Electricity	3,438.63	5638
	8/20/2025	04/26/25 - 05/27/25 Solar Discounts	6210	Electricity	3,548.69	5638
	8/6/2025	03/27/25 - 04/25/25 Solar Discounts	6210	Electricity	2,978.60	5600
	8/6/2025	03/27/25 - 04/25/25 Solar Discounts	6210	Electricity	2,796.87	5600
	8/6/2025	03/27/25 - 04/25/25 Solar Discounts	6210	Electricity	216.53	5600
	8/20/2025	04/26/25 - 05/27/25 Solar Discounts	6210	Electricity	243.92	5638
Transaction Total					13,223.24	
PVS Nolwood Chemicals, Inc*						
	8/6/2025	Chemicals	6620	Building Supply	1,091.50	5601



<u>Mendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
Transaction Total					1,091.50	
Pertech Inc*						
	8/20/2025	Airport Tank Valves	6620	Building Supply	833.01	5639
Transaction Total					833.01	
Piranha Tec Dr LLC*						
	8/20/2025	09/01/25 - 09/30/25	6370	Building Rent	415.80	5640
	8/20/2025	09/01/25 - 09/30/25	6370	Building Rent	484.20	5640
Transaction Total					900.00	
PlanTech*						
	8/6/2025	VFD Seepex pump repair	6621	Maint & Repair (Bldg & Prop)	3,512.00	5602
	8/6/2025	Pump Stations 1W, 2W Livonia Center	6621	Maint & Repair (Bldg & Prop)	450.00	5602
	8/6/2025	Autodialer Equipment repair	6610	Equipment Repair/Supply	1,319.00	5602
Transaction Total					5,281.00	
Plumb-Bob Plumbing*						
	8/20/2025	Sliker Hill Pump Station	6621	Maint & Repair (Bldg & Prop)	545.00	5641
	8/20/2025	Vitale Park Meter Install	6640	Customer Installation Supplie	1,265.00	5641
Transaction Total					1,810.00	
Rochester Gas & Electric*						
	8/6/2025	06/13/25 - 07/14/25	6210	Electricity	56.83	5603
	8/6/2025	06/13/25 - 07/14/25	6210	Electricity	175.52	5603
	8/6/2025	06/13/25 - 07/14/25	6220	Gas/Heating	13.49	5603
	8/6/2025	06/13/25 - 07/14/25	6220	Gas/Heating	274.46	5603
	8/6/2025	06/13/25 - 07/14/25	6220	Gas/Heating	55.01	5603
	8/6/2025	06/13/25 - 07/14/25	6220	Gas/Heating	809.80	5603
Transaction Total					1,385.11	
ServiceMaster*						
	8/6/2025	07/01/25 -07/31/25	6310	Outside O & M Services	173.25	5604
	8/6/2025	07/01/25 -07/31/25	6310	Outside O & M Services	201.75	5604
Transaction Total					375.00	
Sign Blazer*						
	8/20/2025	LCWSA New Company Sign	6310	Outside O & M Services	1,217.37	5642
	8/20/2025	LCWSA New Company Sign	6310	Outside O & M Services	1,417.63	5642
Transaction Total					2,635.00	
Staples Contract & Commercial*						
	8/6/2025	office supplies - copy paper, pens, mar	6820	Office Supplies	37.66	5605
	8/6/2025	office supplies - copy paper, pens, mar	6820	Office Supplies	32.33	5605
Transaction Total					69.99	
The Diesel Shop*						
	8/6/2025	2019 PJ Trailer	6610	Equipment Repair/Supply	624.66	5606
	8/6/2025	2019 PJ Trailer	6610	Equipment Repair/Supply	727.42	5606
	8/6/2025	2021 Peterbilt Dump Truck	6420	Vehicle Maint/Repair	141.66	5606
	8/6/2025	2021 Peterbilt Dump Truck	6420	Vehicle Maint/Repair	164.97	5606
Transaction Total					1,658.71	
Ti-Sales Inc*						
	8/20/2025	Maple Beach	6620	Building Supply	91.67	5643
	8/6/2025	Meters and Antennas	6640	Customer Installation Supplie	2,860.43	5607
Transaction Total					2,952.10	
Tolls by Mail*						
	8/20/2025	Jeff Utegg-Saratoga, Jason Water Con	6840	Travel & Training	30.83	5644
	8/20/2025	Jeff Utegg-Saratoga, Jason Water Con	6840	Travel & Training	5.56	5644



Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check: #
	8/20/2025	Jason - Water Conference tolls	6840	Travel & Training	2.19	5644
Transaction Total					38.58	
Toshiba American Business Solution						
	8/6/2025	07/15/25 - 08/15/25	6635	Equipment Lease/Rental Cor	159.85	5608
	8/6/2025	07/15/25 - 08/15/25	6635	Equipment Lease/Rental Cor	186.16	5608
	8/20/2025	HP 606 08/02/25 - 11/01/25	6820	Office Supplies	31.61	5645
	8/20/2025	HP 606 08/02/25 - 11/01/25	6820	Office Supplies	27.14	5645
Transaction Total					404.76	
Town of Avon*						
	8/6/2025	Water - 05/01/25 - 07/29/25	6510	Purchased Water	2,634.36	5609
Transaction Total					2,634.36	
Town of Livonia - Highway Dept*						
	8/6/2025	Fuel 04/01/25 - 06/30/25	6430	Gasoline	4,899.62	5610
	8/6/2025	Fuel 04/01/25 - 06/30/25	6430	Gasoline	4,188.89	5610
Transaction Total					9,088.51	
US Geological Survey*						
	8/6/2025	Conesus Creek 10/01/24 - 09/30/25	6310	Outside O & M Services	18,586.00	5611
Transaction Total					18,586.00	
USA Blue Book*						
	8/6/2025	Water testing tests	6620	Building Supply	448.26	5612
	8/6/2025	Lakeville Lab supplies	6320	Laboratory Services	82.12	5612
Transaction Total					530.38	
Verizon Wireless*						
	8/20/2025	07/02/25 - 08/01/25	6230	Telephone	272.10	5646
	8/20/2025	07/02/25 - 08/01/25	6230	Telephone	316.87	5646
Transaction Total					588.97	
Village of Avon*						
	8/6/2025	Sewer 05/01/25 - 07/28/25	6520	Purchased Sewer Treatment	8,961.84	5613
	8/20/2025	05/01/25 - 07/31/25	6510	Purchased Water	3,329.72	5647
Transaction Total					12,291.56	
Village of Lima*						
	8/20/2025	Town of Lima Water Charges - July 202	6210	Electricity	144.14	5648
	8/20/2025	Town of Lima Water Charges - July 202	6650	Chemicals	94.82	5648
	8/20/2025	Town of Lima Water Charges - July 202	6510	Purchased Water	1,738.40	5648
Transaction Total					1,977.36	
Village of Mt Morris*						
	8/6/2025	05/01/25 - 07/31/25	6520	Purchased Sewer Treatment	11,170.59	5614
Transaction Total					11,170.59	
W2 Operator Training Group, LLC*						
	8/20/2025	6" Valve Repair	6621	Maint & Repair (Bldg & Prop)	8,560.00	5649
	8/20/2025	6" PRV Kit East Groveland Rd	6621	Maint & Repair (Bldg & Prop)	1,575.00	5649
Transaction Total					10,135.00	
Wendel Energy Services LLC*						
	8/6/2025	Space Needs Study 03/01/25 - 03/30/2	6125	Project Engineering NC	2,139.41	5615
	8/6/2025	Space Needs Study 03/01/25 - 03/30/2	6125	Project Engineering NC	1,837.19	5615
Transaction Total					3,976.60	

Vendor Name

Date Paid

Transaction Description

GL Code

Account Description

Expenses

74
24

Check #

Grand Totals...

540,880.81

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Debt Reserve Expense Overview
From 8/1/2025 through 8/31/2025

(25)

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
M&T Bank-Bond pmts*						
	8/12/2025	2024 Bond Trustee Fee	8140	Debt Fees	1,500.00	279
				Transaction Total	1,500.00	
Wilmington Trust*						
	8/18/2025	Trustee Fee	8140	Debt Fees	500.00	282
				Transaction Total	500.00	
				Grand Totals...	2,000.00	

LCWSA OPERATIONS REPORT

September 17, 2025

Water and Sewer Work Program

Customer Work Orders	Staff completed 75 workorders down 16 from last month.
UFPO	Staff completed 186 stakeouts up 8 from last month
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

Water Work Program

Water Tank Inspections	The Hemlock and ARS tanks were Inspected. Waiting on Reports from each tank.
Curb Box Replacement	Staff replaced a curb box and rod.
Hydrant replacement	Staff replaced 2- hydrants.
Water Tap	Staff completed 3- taps. 1- in Lima, 1- in Conesus, 1- Groveland/Geneseo. 1 left to do in Lakeville.

Sewer Work Program

Sewer Ejection Pump (Springwater)	Staff replaced 2 sewer ejection pumps and repaired a Lateral Line.
Vac Truck	Staff worked with the DOT in Conesus on test pits to locate the sewer main for a culvert replacement. Staff also has been working with the plant operators around both plants.

LCWSA CAPITAL PROJECTS REPORT	
September 17, 2025	
31131 Countywide Water System Improvements	
Shelly Tank	CPL is working with the contractor to complete all required contract documents. Tentative Start Date will be May 2026 with the Tank online by October 2026.
SCADA - Water Assets	Design is underway on water assets. Expect to bid in 2025.
31455 Conesus Lake Pump Station Improvements *	
	Minor electrical work started 9/8. Equipment deliveries have started, Major electrical and SCADA work will begin in October, pump & generator replacements will start in Late October/November - Start-ups will occur at each station individually with the overall project construction to be completed by June of 2026. Public Notices have gone out for some immediate neighbors; we will present at the annual CLA meeting, and the project website will be updated regularly with project updates.
Camp Run EPG	
	The final Engineering report has been submitted to DEC for review and comments.
Groveland Water District #1 *	
	Construction is anticipated to begin next month. LCWSA & CPL will hold a public meeting at the Town Hall on October 22, from 5-7pm to review the project and accept permit applications from homeowners wishing to connect and answer any questions they might have about the process. Construction inspectors will utilize Ziptility & GPS hardware to map the new construction in real time.
Lima Water District #5 *	
	Design is underway; We anticipate a field visit by the end of October to review the draft preliminary mapping.

* Visit our updated Project Websites!

<https://lcwsa.us/projects/>



RESOLUTION NO. 2025 - 40

**RESOLUTION TO SET A PUBLIC HEARING FOR THE 2026 RATE AND FEE SCHEDULE
FOR OCTOBER 15, 2025 AT 8:00AM**

WHEREAS, the Livingston County Water & Sewer Authority ("Authority") has presented the proposed 2026 Rate and Fee Schedule to the Authority Board (the "Board") (attached as Appendix A), and

WHEREAS, the public hearing will be set for October 15, 2025 at 8:00am to hear comments on the proposed 2024 rate and fee schedule attached hereto, and now therefore be it,

RESOLVED, that the Livingston County Water & Sewer Authority Board set the public hearing for October 15, 2025 at 8:00am.

September 17, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2025 - 41

RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (LCWSA) REGIONAL WATER SUPPLY PROJECT IN LIVINGSTON COUNTY AS A TYPE I ACTION, ESTABLISHING LEAD AGENCY AND DETERMINING THE SIGNIFICANCE OF SUCH ACTION, AND DIRECTING THAT THE NEGATIVE DECLARATION BE PUBLISHED IN ACCORDANCE WITH SEQRA

WHEREAS, the Livingston County Water & Sewer Authority (the "LCWSA") has proposed a regional water project, also referred to as the Leicester/York Regional Water Supply Expansion Project (the "Project") designed to supply potable water to the communities impacted by the Retsof Salt Mine collapse, primarily the Town of Leicester and redundant water supply connections to the Town's of Avon, Mt. Morris, Geneseo and York. The project will also have the ability to provide potable water to the Villages of Avon, Geneseo, Mt. Morris and Leicester, Towns of Groveland, Livonia, Lima and Letchworth State Park; and

WHEREAS, the project includes the following primary components:

- Upgrades to the LCWSA Hemlock Pump Station.
- Installation of new water transmission mains in the Town of Livonia along Vanzandt Road, Bronson Hill Road, Poplar Hill Road, and Rt. 15.
- Installation of a new water transmission main running along South Lima Road in the Towns of Lima, Livonia, and Avon.
- Installation of new water transmission mains running along Park Road, River Road, Caledonia Road, Canandaigua Road, Cuylerville Road, Jones Bridge Road, Wheelock Road, Gibsonville Road and Perry Road in the Town of Leicester.
- Installation of a new water transmission main running along Rt 63 and Jones Bridge Road in the Town of Geneseo.
- Installation of a new water transmission main running along Rt 63 Abele Road in the Town of Groveland.
- Replacement of water mains running along East Avenue and Summer Street in the Village of Livonia.
- Replacement of the 10-inch transmission main running along Big Tree Road in the Town of Livonia.
- Installation of a new water storage tank in the Town of Leicester.
- Installation of a new pump station in the Town of Leicester.

WHEREAS, The Livingston County Water and Sewer Authority previously communicated its intention to serve as Lead Agency for purposes of review under the New York State Environmental Quality Review Act ("SEQRA") of the proposed Project/action and circulated a Lead Agency Notice along with Part 1 of the Full Environmental Assessment Form ("FEAF") and other supporting documentation to all Involved Agencies. Those agencies have consented to the Livingston County Water and Sewer Authority's request to be designated Lead Agency for the required environmental review under SEQRA, and now therefore be it,

RESOLVED, that the Livingston County Water and Sewer Authority declares itself to be Lead Agency for the Project and therefore responsible for complying with the procedural and substantive requirements of SEQRA and ultimately determining whether an Environmental Impact Statement is required in conjunction therewith; and be it further

RESOLVED, that based upon the review by the Livingston County Water and Sewer Authority Board of Directors (the “Board”) of Part 1 of the FEAF and the requirements of 6 NYCRR §617.4, the Board hereby finds and determines that the proposed action is a “Type I Action” under SEQRA; and be it further

RESOLVED, that in reviewing Parts 1, 2 and 3 of the FEAF, the Board has taken the requisite “hard look” at the proposed Project/action as it relates to the criteria 6 NYCRR §617.7 (c) and when compared against those criteria has determined:

- (i) there will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) there will not be large quantities of vegetation or fauna removed from the site or destroyed as the result of the proposed Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the proposed Action; there will not be a significant impact upon habitat areas on the site; there are no known threatened or endangered species of animal or plant, or the habitat of such species; or, are there any other significant adverse impacts to natural resources on the site of the planned improvements;
- (iii) there are no known Critical Environmental Area(s) on the site of the planned improvements which will be impaired as the result of the proposed Action;
- (iv) the overall density of the site of the planned improvements is not inconsistent with the Town’s Comprehensive Plan land use recommendations;
- (v) the site of the planned improvements is will not negatively impact an identified archaeological sensitive area;
- (vi) there will not be an increase in the use of either the quantity or type of energy resulting from the proposed Action;
- (vii) there will not be any hazard created to human health;
- (viii) there will not be a change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland;
- (ix) there will not be a larger number of persons attracted to the site of the planned improvements for more than a few days when compared to the number of persons who would come to the site absent the Action;
- (x) there will not be created a material demand for other Actions that would result in one of the above consequences;
- (xi) there will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact; and
- (xii) there are not two or more related Actions which would have a significant impact on the environment; and be it further

RESOLVED, that the proposed action, if undertaken, is not one that may include the potential for at least one significant adverse environmental impact, nor will it result in an actual significant adverse or negative environmental impact; and be it further

RESOLVED, that because of the above findings and determinations (and those specific and detailed findings as set forth in Part 2 of the FEAF which are incorporated herein by reference), no Draft Environmental Impact Statement need be prepared; and be it further

RESOLVED, that this determination constitutes a negative declaration for purposes of SEQRA and it has been prepared in accordance with Article 8 of the Environmental Conservation Law; and be it further

RESOLVED, a copy of this resolution shall be placed on file in the office of the Livingston County Water and Sewer Authority, where the same shall be available for public inspection during business hours and such notice of negative declaration shall be filed in such offices, posted in such places and published in such manner as shall be necessary to conform to the requirements of SEQRA.

September 17, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES: 0

NAYS: 0

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? Yes No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses.			
i. Check all uses that occur on, adjoining and near the project site.			
<input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
ii. If mix of uses, generally describe: _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div style="width: 50%;"> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____ %</div> </div>	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site </div>	
f. Approximate proportion of proposed action site with slopes: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site </div>	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features. <div style="display: flex; justify-content: space-between;"> <div>i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>ii. Do any wetlands or other waterbodies adjoin the project site?</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <div style="display: flex; justify-content: space-between;"> <div>iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ 	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

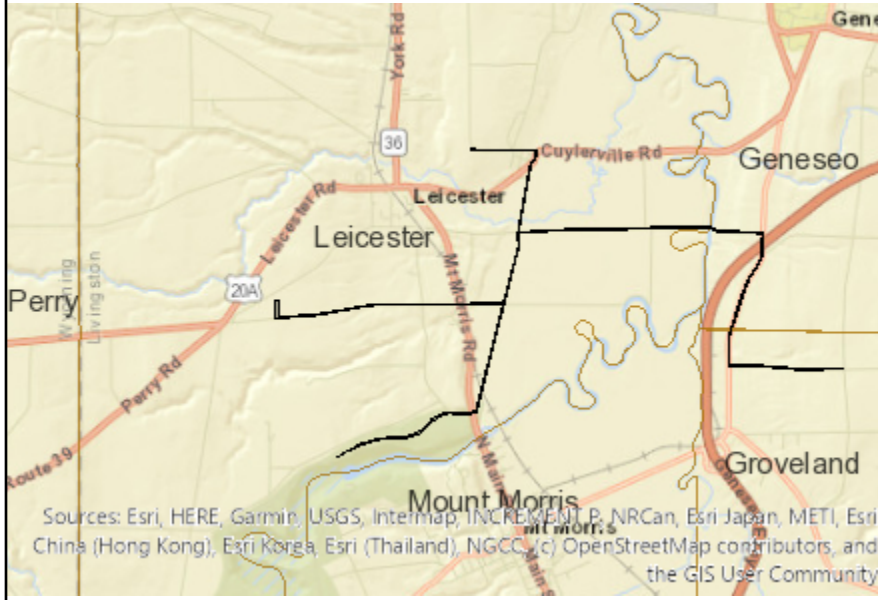
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____



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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-199, 821-2, 821-200, 821-203, 821-208, 821-299
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes

E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Canaseraga Creek, Lower, and minor tribs - Aluminum
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Rich Sloping Fen, Hemlock-Northern Hardwood Forest, Shale Cliff and Talus Community
E.2.n.i [Natural Communities - Acres]	2.28, 2400.69, 427.4
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Emory's Sedge, Ohio Goldenrod, Davis' Sedge, Brown Bog Sedge, Peregrine Falcon, Bald Eagle, Green Floater
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI001, LIVI002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Letchworth State Park, Williamsburg Cemetery, National Hotel, Sweet Briar
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

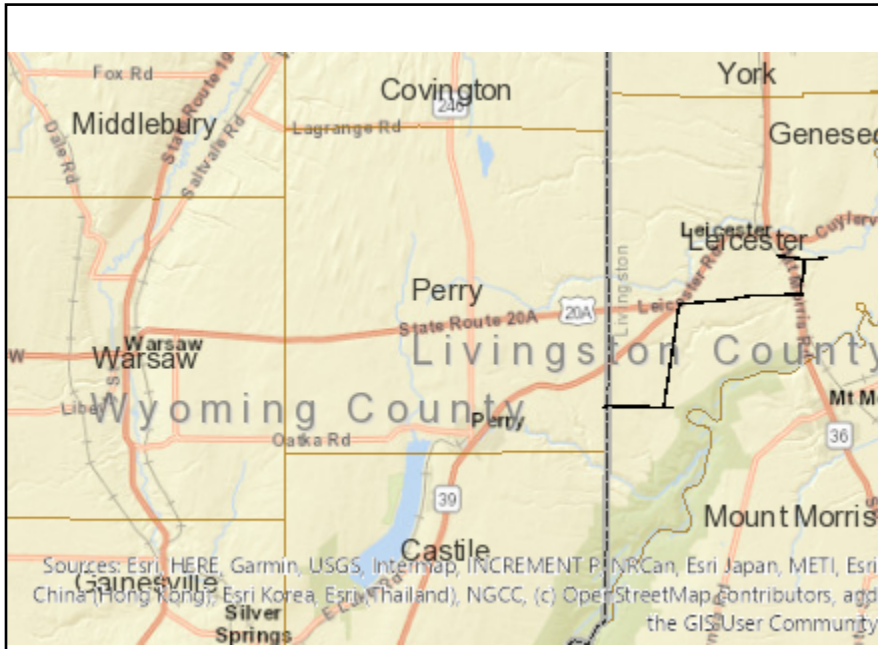


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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-180, 821-177
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Lake/Pond Name]	821-181

E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:STRUCTURES #52, 52A, AND 52B
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-200, 821-302
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Hemlock-Northern Hardwood Forest, Shale Cliff and Talus Community
E.2.n.i [Natural Communities - Acres]	2400.69, 427.4
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Green Gentian
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI001, WYOM003
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Letchworth State Park
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
<p>If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> <p>i. The proposed action may result in the destruction or alteration of all or part of the site or property.</p> <p>ii. The proposed action may result in the alteration of the property’s setting or integrity.</p> <p>iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.</p>	<p>E3e, E3g, E3f</p> <p>E3e, E3f, E3g, E1a, E1b</p> <p>E3e, E3f, E3g, E3h, C2, C3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

<p>11. Impact on Open Space and Recreation</p> <p>The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i></p>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<p>12. Impact on Critical Environmental Areas</p> <p>The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i></p>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

SEQR Long Form Part 2

1. Impact on Land

Land disturbances will be within road right of ways, municipally owned property and easements. The anticipated construction schedule assumes that the project will be completed in Phases, between installation of water mains, construction of pump stations, and erecting of water storage tanks. Construction is anticipated to take place beginning in August 2025 through December 2027. While the project will be completed in phases and over a longer period, this is unavoidable due to the scope of the project and recent supply chain issues.

While Part 2 of the FEAF indicates a potential moderate to large impact, this will be mitigated by the implementation of erosion and sediment control measures and post-construction restoration. These mitigation measures will be implemented throughout the entirety of construction of the project. The implementation of a Stormwater Pollution Prevention Plan (SWPPP) for each phase of the project will further reduce potential impacts.

In some areas of construction, vegetation will be removed through clearing and grubbing methods in order to install water main. Post construction restoration procedures will be used to mitigate potential increased erosion in these locations.

Restoration will be required to take place with 14-days of disturbance for the installation of the water mains, to ensure that expansive areas are not left exposed and susceptible to erosion. This will also ensure that the disruption to the public is minimal.

3. Impact on Surface Water

Part 2 of the FEAF indicates a potential moderate to large impact, which is primarily due to the installation of water main under the Genesee River. Mitigation efforts will include:

- Work for the project may occur within or adjacent to Federal or State regulated waterbodies. Water mains will be directionally bored underneath regulated waterbodies including streams and the Genesee River, ensuring the stream and river beds are not disturbed.
- Locations of proposed pumping stations and water storage tanks will be selected to avoid impacts to wetland areas so as to avoid any change from existing conditions. Temporary impacts to the NYSDEC-regulated 100 foot wetland buffer are anticipated during construction of each phase of the project. No direct impact to the adjacent state regulated freshwater wetland are anticipated.
- Prior to construction, the owner will submit a Joint Application for Permit (Nationwide Permit Preconstruction Notification) to the United States Army Corps of Engineers to obtain authorization. The Joint Application will also be submitted to the NYSDEC.
- Stormwater runoff generated during construction will be managed in accordance with SPDES General Permit for Stormwater Discharge from Construction Activity.

8. Impact on Agricultural Resources

Construction of the water main is anticipated to take place within public road right of ways for the majority of the project. However, based on site features and existing utilities, some locations may require construction to take place within easements within Agricultural districts and adjacent to working crop fields.

Part 2 of the FEAF indicates a potential moderate to large impact due to the potential for construction within or adjacent to active farm fields. This will be mitigated through the following efforts:

- A Preliminary and Final Notice of Intent will be submitted to the Department of Agriculture and Markets for the portions of the project located within the Agricultural District.
- Construction will follow the guidelines established by the Department of Agriculture and Markets.

10. Impact on Historic and Archeological Resources

Impacts to historic and archeological resources were considered by reviewing the New York State Office of Parks, Recreation and Historic Preservation (SHPO) online Cultural Resource Information System (CRIS). Based on a review, ‘Westerly’ was identified as a listing on the State or National Register of Historic Places in the vicinity of the project. The site is not located within the affected construction area and no impact by the project is anticipated.

Based on review of CRIS, the project area is located with multiple areas designated by SHPO as “sensitive for the presence of archeological resources.” The majority of the project will occur within existing road right of ways or municipally owned property that have been previously disturbed from installation of existing utilities. Documentation of each phase of the project will be submitted to SHPO to evaluate the specific impact of each construction activity and to ensure the project will have no effect upon any historic or cultural resources in the area.

14. Impact on Energy

The project will result in minimal increase in electrical demand to power the pumping stations. No significant adverse impacts are anticipated.

15. Impact on Noise, Odor, and Light

Construction activities for each phase will generate temporary increases in local background noise. These impacts will be short term, lasting only during construction phase activities. No noise impacts from operations are anticipated.

New lighting will be provided on the proposed pump stations and water storage tanks, but they will follow local building codes by using down lighting to ensure neighbors are not impacted.

SEQR EAF Long Form Part 3

A review of potential environmental impacts supporting the Type I determination is provided below:

1. Impact on Land

Land disturbances will be within road right of ways, municipally owned property and easements. The anticipated construction schedule assumes that the project will be completed in Phases, between installation of water mains, construction of pump stations, and erecting of water storage tanks. Construction is anticipated to take place beginning in August 2025 through December 2027. While the project will be completed in phases and over a longer period, this is unavoidable due to the scope of the project and recent supply chain issues.

While Part 2 of the FEAF indicates a potential moderate to large impact, this will be mitigated by the implementation of erosion and sediment control measures and post-construction restoration. These mitigation measures will be implemented throughout the entirety of construction of the project. The implementation of a Stormwater Pollution Prevention Plan (SWPPP) for each phase of the project will further reduce potential impacts.

In some areas of construction, vegetation will be removed through clearing and grubbing methods in order to install water main. Post construction restoration procedures will be used to mitigate potential increased erosion in these locations.

Restoration will be required to take place with 14-days of disturbance for the installation of the water mains, to ensure that expansive areas are not left exposed and susceptible to erosion. This will also ensure that the disruption to the public is minimal.

2. Impact on Geological Features

The project will not affect any unique or unusual landforms on the site, as no such geological features are located on the project site.

3. Impact on Surface Water

Part 2 of the FEAF indicates a potential moderate to large impact, which is primarily due to the installation of water main under the Genesee River. Mitigation efforts will include:

- Work for the project may occur within or adjacent to Federal or State regulated waterbodies. Water mains will be directionally bored underneath regulated waterbodies including streams and the Genesee River, ensuring the stream and river beds are not disturbed.
- Locations of proposed pumping stations and water storage tanks will be selected to avoid impacts to wetland areas so as to avoid any change from existing conditions. Temporary impacts to the NYSDEC-regulated 100 foot wetland buffer are anticipated during

construction of each phase of the project. No direct impact to the adjacent state regulated freshwater wetland are anticipated.

- Prior to construction, the owner will submit a Joint Application for Permit (Nationwide Permit Preconstruction Notification) to the United States Army Corps of Engineers to obtain authorization. The Joint Application will also be submitted to the NYSDEC.
- Stormwater runoff generated during construction will be managed in accordance with SPDES General Permit for Stormwater Discharge from Construction Activity.

4. Impact on Groundwater

Some construction (pipe trenching, excavation) may occur in areas where the shallow groundwater table is less than 3-feet below ground surface, in poorly to moderately well-drained soils. Dewatering activities will be conducted in accordance with standard construction practices and applicable regulations. As previously indicated, construction-related activities will be conducted in accordance with the SPDES General Permit for Stormwater Discharges from Construction Activity.

5. Impact on Flooding

No new above grade structures are proposed in flood plains. Pre-existing grades will be restored upon the completion of installation activities.

6. Impacts on Air

The project does not include state regulated air emission sources.

7. Impact on Plants and Animals

The Northern Long-eared Bat and Monarch Butterfly are identified as federally listed endangered species or threatened species with known or likely occurrences in Livingston County. Any tree clearing activities that are proposed will take place according to guidance from the NYSDEC during select times of the year to protect the bat population.

8. Impact on Agricultural Resources

Construction of the water main is anticipated to take place within public road right of ways for the majority of the project. However, based on site features and existing utilities, some locations may require construction to take place within easements within Agricultural districts and adjacent to working crop fields.

Part 2 of the FEAF indicates a potential moderate to large impact due to the potential for construction within or adjacent to active farm fields. This will be mitigated through the following efforts:

- A Preliminary and Final Notice of Intent will be submitted to the Department of Agriculture and Markets for the portions of the project located within the Agricultural District.

- Construction will follow the guidelines established by the Department of Agriculture and Markets.

9. Impact on Aesthetic Resources

The project is located in the Towns of Avon, Lima, Livonia, Groveland, Mt. Morris, Leicester, Geneseo and York. Construction activities will be visible to passers-by during the construction phase. Construction related impacts will be short term and temporary. The completed project will have no impact to aesthetic resources.

10. Impact on Historic and Archeological Resources

Impacts to historic and archeological resources were considered by reviewing the New York State Office of Parks, Recreation and Historic Preservation (SHPO) online Cultural Resource Information System (CRIS). Based on a review, 'Westerly' was identified as a listing on the State or National Register of Historic Places in the vicinity of the project. The site is not located within the affected construction area and no impact by the project is anticipated.

Based on review of CRIS, the project area is located with multiple areas designated by SHPO as "sensitive for the presence of archeological resources." The majority of the project will occur within existing road right of ways or municipally owned property that have been previously disturbed from installation of existing utilities. Documentation of each phase of the project will be submitted to SHPO to evaluate the specific impact of each construction activity and to ensure the project will have no effect upon any historic or cultural resources in the area.

11. Impact on Open Space and Recreation

The project will not occur on space designated by New York State or local municipalities as an open space.

12. Impact on Critical Environmental Areas

The project will not occur in any areas categorized as Critical Environmental Areas by NYSDEC.

13. Impact on Transportation

The project will not have an adverse impact on existing transportation systems. Traffic may be reduced to one lane or detoured during construction. Contractors will be required to prepare and implement a Maintenance and Protections of Traffic Plan. Pre-existing traffic patterns will be restored after construction is complete.

14. Impact on Energy

The project will result in minimal increase in electrical demand to power the pumping stations. No significant adverse impacts are anticipated.

15. Impact on Noise, Odor, and Light

Construction activities for each phase will generate temporary increases in local background noise. These impacts will be short term, lasting only during construction phase activities. No noise impacts from operations are anticipated.

New lighting will be provided on the proposed pump stations and water storage tanks, but they will follow local building codes by using down lighting to ensure neighbors are not impacted.

16. Impact on Human Health

The project will have a positive impact on human health in the community, providing consistent, reliable, healthy treated potable water to more residents.


17. Consistency with Community Plans

The proposed project is not a “development”, but simply a project to supply a new source of water to areas in the County. Each municipality will have the opportunity to expand distribution systems after the completion of the project, but they are typically governed by Department of Agriculture and Markets guidelines and local community plans.

18. Consistency with Community Character

The project is consistent with the existing community character.

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: September 12, 2025

Subject: Intergovernmental Agreement with New York State Office of Parks and Recreation (OPRHP)

- 1. Action Requested:** Board consideration and approval of an Intergovernmental Agreement for Water Infrastructure Improvements and Potable Water Supply between the New York State Office of Parks and Recreation and Livingston County Water and Sewer Authority (the “Agreement”).
- 2. Background:** In January 2024, while in the process of developing the Regional Water Supply Project, OPRHP showed interest in partnering with the Authority to provide water to Letchworth Park as part of the Regional Water Supply Project. OPRHP is currently under an EPA Administrative Order on Consent for water quality violations for total trihalomethanes (the “TTHM”). Connecting to the Authority’s distribution system north of Letchworth Park, as part of the infrastructure build out of the Regional Water Supply Project, will assist in providing fresh potable water to Letchworth Park to address water quality concerns.

As part of OPRHP’s partnership in the project, they have agreed to provide an equitable contribution to the additional infrastructure needed to interconnect Letchworth Park to the Authority’s distribution system as well as upsizing certain planned infrastructure part of the project. While the exact distribution system route will be finalized during the detail design phase of the project, in total OPRHP will be contributing a total of \$5,700,000 towards the Regional Water Supply Project.

The attached Agreement are the terms and conditions negotiated between the Authority and OPRHP procurement staff for the project. The Agreement identifies that the Authority, through the Drinking Water State Revolving Loan Fund long-term financing for the Regional Water Supply Project will finance the costs related to the OPRHP share of project, and that OPRHP will make annual debt service payments to the Authority for their respective share of the project. In addition, the Agreement outlines how the parties will address any project cost changes to ensure cost is shared equitably with OPRHP. Many terms and conditions in the Agreement are similar to a prior water supply agreement between DOCCS and the Authority from the 2019 water project.

The following exhibits outlined in the Agreement are not attached due to size, but are available on the Authority website for viewing: Exhibit D, the Engineering Report Amendment #1; Exhibit E, Rate Schedule and Exhibit F, Service Unit Policy.

3. Financial Implications:

In total the Regional Water Supply project is estimated to be \$36,000,000. The OPRHP contribution (\$5,700,000), in addition to the Authority’s grants WIIA-IMG (\$14,320,000), LGE (\$1,000,000) and NBRC

(\$1,000,000) provides over \$22,020,000 in outside grant funding. In addition, new customer debt charges, the financial support to the project will result in the installation over 25 miles of new water transmission main, water pump station upgrades and a new water tower with little to no change in the expected water capital charges in upcoming years. In total, the project is providing quality affordable drinking water to hundreds of existing and new water customers.

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE
IMPROVEMENTS AND POTABLE WATER SUPPLY**

Between

**THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
and
THE NEW YORK STATE OFFICE OF PARKS AND RECREATION**

This Agreement (the “Agreement”) is entered into the _____ day of _____, 2025, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation established by Article 5, Title 10 of the New York State Public Authorities Law, with offices located at 1997 D’Angelo drive, Post Office Box 396, Lakeville, New York 14480 (the “Authority”), the **New York State Office of Parks, Recreation and Historic Preservation**, (the “OPRHP”), an agency of the State. The Authority or OPRHP may be referred to as a “Party” herein or may collectively be referred to as “Parties.”

W I T N E S S E T H

WHEREAS, OPRHP currently operates the Letchworth State Park (“Letchworth”) located in the Towns of Mt. Morris and Leicester in the County of Livingston, State of New York and Town of Castle in the County of Wyoming, State of New York; and

WHEREAS, on or around June 24, 2021, OPRHP was subject to an Administrative Order on Consent (PWS ID. No. NY2511826, Docket No. SDWA-02-2021-8012) (the “Order”) with the United States Environmental Protection Agency (the “EPA”) establishing a schedule for Letchworth – North End public water supply to comply with Stage 2 Disinfectant and Disinfection By-Products Rule for total trihalomethanes (the “TTHM”); and

WHEREAS, to address the EPA Administrative Order on Consent, OPRHP desires to commence receiving water supply services for Letchworth from the Authority and is willing to participate equitably in the cost of designing, financing and constructing needed improvements to the Authority’s water supply and distribution system (the “WSDS”), connect to the Authority’s existing WSDS, and further pay through a user fee, its equitable share of the annual debt service and costs to operate the WSDS for such service to Letchworth; and

WHEREAS, the Authority desires to undertake capital improvements to its WSDS as part of the Leicester/York Regional Water Supply Expansion Project (the “Project”), and OPRHP, as a user of the system, is willing to pay the Authority its share of the cost of the Project for improvements that will allow OPRHP to connect to the Authority WSDS as referenced above and as more fully set forth below in this Agreement; and

WHEREAS, the Authority may fund the Project through the authorization and issuance of bond anticipation notes and/or revenue anticipation notes, or other short-term instruments authorized by the Public Authorities Law and intends to issue long-term financing of the portion of the Project relating to the Letchworth Facilities (defined below).

WHEREAS, the Authority desires to provide water supply services to Letchworth, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Authority, as Authorized by the Public Authorities Law and a resolution of its governing body, attached as **Exhibit A – Authority Resolution**, and OPRHP, as authorized by the Parks, Recreation and Historic Preservation Law, agree as follows:

1. Definitions. In addition to words and terms defined elsewhere in this Agreement, unless the context or use clearly indicates another meaning:

“Authority” means the Livingston County Water and Sewer Authority.

“Billing Period” means each of the following quarters in a calendar year: (a) the quarter commencing on January 1 and ending March 31, (b) the quarter commencing on April 1 and ending June 30, the quarter commencing on July 1 and ending September 30, and (c) the quarter commencing on October 1 and ending December 31.

“Billing Year” means the 365-day period commencing thirty (30) days after the date on which the Authority notifies OPRHP of the Substantial Completion of the Letchworth Facilities.

“Board” means the Board of Directors of the Authority, acting as the governing body and finance board of the Authority, as described in Public Authorities Law §1199-CCCC.

“Bonds” means the revenue bonds to be issued by the Authority to permanently finance the Project or Improvements, or upon the determination of its Board, to provide construction or other interim financing for the Project or Improvements.

“Completion of the Project” means the date on which construction and installation of all aspects of the Project are Substantially Complete and water supply service is being furnished by the Project. For purposes of this Agreement, “Substantially Complete” or “Substantial Completion” shall mean that all construction and inspection processes related to the Project have been completed, only with the exception of minor punch-list items that are determined through the inspection process, such as but not limited to minor landscaping and restoration and finish items that do not impact the ability of the Project to fully carry-out its intended purpose and fully provide the intended benefit for which the Project was constructed. Notwithstanding the above, it is anticipated that the Project will be comprised of several individual contracts, each relating to a different aspect of the overall Project. Issuance of a certificate indicating the substantial completion of an individual contract shall only apply to the scope of that individual contract.

“Debt Service Charge” means for any Billing Year, the principal, premium, if any, and interest due on the Bonds and the Notes payable by the Authority at any time during the Billing Year for costs relating to the preliminary design, detail design, land use and acquisition, construction, inspection, start-up, testing, and closeout of the

proposed Letchworth Facilities, and shall include any fees incurred by the Authority in connection with the sale, issuance or redemption (whether as a stated maturity or earlier optional redemption) of the Bonds or the Notes, and expenditures for the Improvements of the Project relating to the Letchworth Facilities, having a useful life in excess of one year.

“EFC” means the Environmental Facilities Corporation, a New York public benefit corporation created by chapter 744 of the laws of 1970 (the “EFC Act,” codified in Title 12 of Article 5 of the Public Authorities Law, as amended).

“Effective Date” means the date this Agreement has received both the approval of the State Comptroller and the OAG, whichever approval is later.

“Enabling Legislation” means Article 5, Title 10 of the New York State Public Authorities Law.

“Estimated Cost” means the estimated total cost of designing, financing, on an interim or permanent basis, procuring, permitting, constructing, inspecting, starting-up, testing, operating, and conveying of assets of the Letchworth Facilities, together with necessary easements, licenses, permits and rights-of-way; and, all necessary work and appurtenances in connection therewith, based upon the Plans of the Independent Engineer and the Scope of Work, as may be amended under this Agreement.

“Event of Default” has the meaning set forth in Section 10.1.

“Force Majeure Event” has the meaning set forth in Section 15.6.

“Improvements” means any construction, building of new facilities, improvement to existing facilities, additions, replacements or extensions as part of the Project and including works, instrumentalities, or parts thereof and appurtenances thereto, lands, easements, rights in lands and water rights, rights of way, contract rights, franchises, approaches, connections dams, reservoirs, water tanks, water mains and pipe lines, pumping stations and equipment, and any other property, real, personal or mixed, incidental to and included in any source of water supply and such system or parts thereof, and any improvements, extensions and betterments, now or hereafter constructed, acquired or made as set forth in the description of the Plans for the Project and Scope of Work for the portion of the Project relating to the Letchworth Facilities, which are approved both by OPRHP and the Authority .

“Independent Engineer” means collectively the engineering firm or firms engaged by the Authority which, in the determination of the Board, possesses sufficient experience and personnel to provide consultation and advice concerning the Project planning, design, construction, inspection and implementation, including its cost and operation and to advise the Authority with respect to matters associated with operation and maintenance of municipally owned potable water production, storage, conveyance and treatment systems.

“Letchworth” means the Letchworth State Park located in the Towns of Mt. Morris and Leicester in the County of Livingston, State of New York and Town of Castle in the County of Wyoming, State of New York.

“Letchworth Facilities” means collectively approximately 48,700 linear feet of water transmission mains and a water storage tank construction, together with necessary appurtenances and equipment in connection therewith constructed as part of the Project and which facilitate OPRHP being able to receive water from the Authority WSDS. A detailed description and schedule of the proposed Letchworth Facilities is attached hereto as Exhibit “B.”

“Notes” means the bond, bond anticipation notes and/or revenue anticipation notes to be issued by the Authority in lieu of Bonds, or other short-term instruments authorized by the Public Authorities Law, to provide construction financing for the Project or Improvements.

“Notice Address” means, unless otherwise changed in writing by any of the following to the other:

Authority:

Livingston County Water and Sewer Authority
1997 D’Angelo Drive
Post Office Box: 396
Lakeville, New York 14480
Attention: Executive Director

OPRHP:

NYS Office of Parks, Recreation and Historic Preservation
625 Broadway
Albany, NY 12207
Attention: Service Contracts

“OAG” means the New York State Office of the Attorney General.

“OPRHP” means the New York State Office of Parks, Recreation and Historic Preservation, as agency of the State of New York.

“Party” and/or “Parties” means the Authority and OPRHP, individually or collectively.

“Plans” means the Final Engineering Report entitled “Livingston County Water and Sewer Authority Leicester/York Regional Water Supply Expansion,” prepared for the Authority, dated September 8, 2022 and Amendment #1 dated March 2024, by CPL and approved by New York State Department of Health on May 15, 2024, attached as Exhibit D, and such other detailed maps, plans and specifications for the Project (which includes the Letchworth Facilities), prepared by the Independent Engineer and

as amended from time to time and approved by the Authority, and which are on file with the Board pursuant to the terms of this Agreement.

“Project” means the design, interim and permanent financing, procurement, permitting, construction, inspection, start-up, acceptance testing, operation, conveyance of assets as appropriate, relating to all aspects of the Leicester/York Regional Water Supply Expansion Project, including the Letchworth Facilities, together with necessary easements, licenses, permits and rights-of-way; and, all necessary work and appurtenances in connection therewith, as specified in the Plans.

“Pro Rata Share” means OPRHP’s share of the actual Project costs, not to exceed the Estimated Cost, as may be amended under this Agreement, that relate to the Improvements to be made to the Letchworth Facilities to allow connection between Letchworth and the WSDS, including all Debt Service Charges; OPRHP shall pay to Authority, one hundred per centum (100%) of the total cost thereof,

“Rate Schedule” means, the established dollar rate charged by the Authority per thousand gallons of metered potable water provided to Authority customers, the current version of which is attached as Exhibit E, it being understood that the Rate Schedule is modified periodically by action of the Authority Board of Directors.

“Rate Schedule Charge” means the dollar rate charge/fee for volumetric water consumption per 1,000 gallons. This charge is separate and distinct from the Service Rate Charge for each assigned unit.

“Scope of Work” means the Project goals, objectives and deliverables in relation to the Letchworth Facilities and OPRHP’s Pro Rata Share, as set forth in the Plans, and as specifically described in Exhibit B.

“Reserve Share” means OPRHP’s proportionate share of the Authority’s Debt Service Reserve Requirement, as that term is defined in the 2008 General Revenue Bond Resolution and the EFC General Revenue Bond Resolution, attached hereto as Exhibit C, based on the actual cost for the Letchworth Facilities compared to the actual cost of the Project. Authority shall cause such Reserve Share to be held in trust with interest accruing to OPRHP.

“Service Rate Charge” means, the dollar rate charge/fee to each assigned unit that receives potable water from the Authority as set periodically according to the Service Unit Policy. These charges/fees are intended to be separate and distinct from the Rate Schedule charge for volumetric water consumption.

“Service Unit Policy” means, the established policies and method of calculating charges/fees associated with each assigned unit that receives potable water from the Authority, the current version of which is attached as Exhibit F. OPRHP understands that the Authority Board of Directors may modify the Service Unit Policy periodically.

“State” means the State of New York.

“Standard State Contract Terms” means Appendix A, Standard Clauses for New York State Contracts, as may be amended from time to time, and attached hereto as Exhibit G.

“State Comptroller” means the Office of the New York State Comptroller.

“Water Rate” means the total of both the Rate Schedule Charge and the Service Rate Charge for the Billing Period.

2. Representations.

2.1 Representations of the Authority.

2.1.1 The Authority is a public benefit corporation of the State, authorized to: (i) undertake the Project as a public purpose, pursuant to the Authority Enabling Legislation; (ii) manage the design, construction, inspection, start-up, testing, acceptance of Project (including the Letchworth Facilities) and operation and maintenance of the Project; and (iii) enter into this Agreement.

2.1.2 The Authority has the power, pursuant to its Enabling Legislation, to authorize and issue any temporary or permanent Bonds and Notes needed to finance the Project (including the Letchworth Facilities).

2.1.3 The Authority has or hereafter will comply with all applicable constitutional, administrative and regulatory requirements of the State and federal government, including: (i) environmental compliance proceedings; and (ii) those set forth in the Public Authorities Law, the Local Finance Law, and the State Finance Law.

2.1.4 There is no pending or threatened litigation which may enjoin or prevent the Authority from entering into this Agreement to construct, own, operate or finance the Project.

2.1.5 The Authority makes no representations or warranties as to the suitability or adequacy of the Project (including the Letchworth Facilities), other than as set forth in the Plans, with respect to the needs, goals, requirements and/or expectations of the OPRHP. However, it is noted that the Plans provide for treatment that will allow the produced and distributed water to meet the minimum standards promulgated by the State for potable drinking water and to comply with the EPA Order regarding TTHM.

2.1.6 Upon its execution and delivery, this Agreement will be legal, valid and binding, setting forth various obligations of the Authority.

2.1.7 The Authority shall own all Letchworth Facilities to be constructed as a consequence of this Agreement and acknowledges that in exchange for OPRHP’s Pro Rata Share, the Authority shall reserve to OPRHP for the useful life of such improvements or thirty years, whichever is longer, but in no event longer than forty years, a minimum average daily flow of 75,000 gallons and

a maximum daily flow of 150,000 gallons of treated drinking water, provided OPRHP shall pay for such service in accordance with this Agreement.

2.1.8 In consideration OPRHP's Pro Rata Share, the Water Rate shall be established in such a way as to avoid any component that represents a capital contribution or an assessment or charge for debt service either on existing Authority debt, or for future debt incurred during the term of this Agreement. However, on account of necessary future improvements to the WSDS that benefit either OPRHP exclusively or all system users equally, OPRHP shall have the option of paying its equitable share of the cost of such improvements, either up front in a lump sum payment, or through a water service rate increase that will be calculated to off-set OPRHP's equitable share of such future improvements.

2.2 Representations of OPRHP.

2.2.1 OPRHP is an agency of the State, may contract in the name of New York State and may bind the State to the terms of this Agreement subject to the approval of the OAG and State Comptroller.

2.2.3 OPRHP has the power and authority to enter into this Agreement and upon its execution and approval by the State Comptroller, this Agreement will be the legal, valid and binding obligation of OPRHP and the State, subject to the provisions of the Federal Bankruptcy Code and insolvency laws of the State and laws relating to the rights of creditors as to its enforceability.

2.2.4 OPRHP has or will be requesting that the State budget for the appropriate fiscal year (and each succeeding fiscal year of the State during which payments under this contract become due) allocate sufficient funds to pay to the Authority all amounts required to be paid by OPRHP under the terms of this Agreement; provided however, that in accordance with Section 41 of the State Finance Law, OPRHP or the State shall have no liability under this Agreement to the Authority or anyone else beyond funds appropriated and available for this Agreement.

2.2.5 There is no litigation threatened, or, to the knowledge of OPRHP pending that would enjoin OPRHP from entering into this Agreement and performing all its obligations, including the obligation to pay amounts to the Authority hereunder.

3. Term.

3.1 The term of this Agreement shall commence as of the Effective Date and shall continue for the useful life of the improvements contemplated herein or thirty years, whichever is longer, but in no event longer than forty years, at which time, this Agreement shall terminate automatically.

4. Construction of the Project.

- 4.1 The Authority will use its best efforts and covenants to proceed with all reasonable diligence, to construct the Project (including the Letchworth Facilities) in accordance with the Plans and upon the advice of and in consultation with the Authority Independent Engineers.
- 4.2 The Authority shall exercise its best efforts to maintain and repair the WSDS and the Letchworth Facilities constructed as part of the Project as an Authority-owned WSDS. The effect of this Agreement shall impose no duty or liability on the Authority to maintain and repair the Project as an Authority-owned and operated WSDS at a higher level than that which would be required absent this Agreement.
- 4.3 The Authority shall provide OPRHP with at least ten (10) business days' prior written notice of the start of construction in relation to the Letchworth Facilities.
- 4.4 The Authority shall cause any of its contractors or subcontractors performing any work in relation to the Letchworth facilities to obtain all permits and approvals, including any permits and approvals required from OPRHP, necessary to perform such work.
- 4.5 If the Authority seeks at any time during the Project to change the Plans or the Scope of the Work as such relate to the Letchworth Facilities, the Authority must seek prior written approval of OPRHP to such change.
 - 4.5.1 If Authority requests such change to the Plans or Scope of Work relating to the Letchworth Facilities prior to notifying OPRHP of the start of construction of the Letchworth Facilities under 4.3 above and such change will increase the Estimated Cost, then the Parties will seek to amend this Agreement pursuant to 6.2 below.
 - 4.5.2 If Authority requests such change to the Plans or Scope of Work relating to the Letchworth Facilities after notifying OPRHP of the start of construction of the Letchworth Facilities under 4.3 above, and such change will increase the Estimated Cost and OPRHP's Pro Rata Share thereunder, then OPRHP shall have no liability for any increased costs in relation to such change unless the Parties have executed a written amendment to this Agreement to increase OPRHP's Pro Rata Share.
- 4.6 The Authority shall notify OPRHP in writing of the Substantial Completion of the Letchworth Facilities within three (3) business days of determining the Letchworth Facilities to be substantially complete.

5. Access to Property and Assets.

- 5.1 OPRHP will grant the necessary easements under a separate contract in accordance with its standard procedure for granting utility easements for the design, placement, construction and future maintenance, repair, and

replacement of the water transmission main along Park Rd., the water storage tank along Park Rd. and a water transmission main (for Livingston County Nursing Home/Campus) along the Genesee Valley Greenway Trail, including the bridge, from Rt. 36 (Town of Leicester) to Sickles Street (Town/Village of Mt. Morris). OPRHP agrees to provide the Authority full and unrestricted access to the infrastructure referred to in this Section 5.1 pursuant to any separate contract granting a utility easement within Letchworth at all times and the Parties agree to establish a 24-hour point of contact for both the Authority and Park to address any issues that may arise.

- 5.2 The Authority shall be responsible for obtaining access and/or permanent easements to property and assets not owned by OPRHP, for the purpose of completing the design, placement, construction and future maintenance, repair, and replacement of the water transmission line along River Rd.

6. Payment by OPRHP for Costs of Letchworth Facilities.

- 6.1 The Estimated Cost is \$5,700,000. OPRHP covenants and agrees to pay to the Authority up to 100% of the Estimated Cost, as may be amended under this Agreement, or the actual cost, whichever is less, as OPRHP's Pro Rata Share. OPRHP will make payments to the Authority in accordance with Section 7 of this agreement.
- 6.2 If the Authority determines prior to notifying OPRHP of the start of construction of the Letchworth Facilities under 4.3 above that the Estimated Cost will likely exceed \$5,700,000, the Authority shall have the right to seek an amendment of this Agreement to increase the Estimated Cost payable by OPRHP as its Pro Rata Share. If the Authority and OPRHP are unable to agree on the amount of the Estimated Cost, and OPRHP's Pro Rata share thereunder, within forty-five (45) days after written notification from the Authority to OPRHP seeking amendment of this Agreement, then the Authority shall have the right to terminate this Agreement by giving written notice of termination to OPRHP.
 - 6.2.1 For purposes of clarity, the forty-five (45) day timeframe to agree to an amendment under this 6.2 does not include the time needed to secure State Comptroller and/or OAG approval of any amendment, as required under this Agreement. Authority acknowledges that any amendment increasing OPRHP's Pro Rata Share will require at least State Comptroller approval.
 - 6.2.2 Should the Authority terminate this Agreement as provided for in 6.2 above, OPRHP shall thereafter and within thirty (30) days of such termination, reimburse the Authority for all actual Project costs related to the Letchworth Facilities, incurred by the Authority up to the point of the written termination notification conditioned upon approval of the State Comptroller and/or OAG to pay such costs; provided further that Authority has presented documentation reliably evidencing such costs, acceptable to both OPRHP and the State Comptroller. This obligation

shall survive any termination of this Agreement and will not merge with or upon delivery and/or acceptance of any termination notice or issuance of any consent to terminate.

6.2.3

7. Schedule of Payments for OPRHP Payment of Share of Project Costs.

7.1 OPRHP agrees to pay to the Authority its Pro Rata Share pursuant to the terms of this Section 7.1.

7.1.1 Following the Substantial Completion of the Letchworth Facilities, the Authority shall provide OPRHP a summary of all actual Project costs, not to exceed the Estimated Cost, as may be amended under Section 6, along with an amortization schedule of the Debt Service Charges to be paid by OPRHP for the Letchworth Facilities, such amortization schedule to provide for annual payments by OPRHP of its Pro Rata Share. The amortization schedule shall (a) include a separate statement of the annual Debt Service Charges to be paid by OPRHP each Billing Year, (b) be appended to this Agreement, and (c) be deemed to be a part hereof.

7.1.2 OPRHP agrees to make one (1) annual payment of its Pro Rata Share for each Billing Year for the costs related to the Letchworth Facilities for the duration of the Authority's debt amortization schedule, which is anticipated to be 30-years, or until OPRHP has fully paid for its Pro Rata Share, whichever is sooner. The Authority shall provide a written invoice to OPRHP for all monies due pursuant to this Section 7.1 yearly in arrears for the immediately preceding Billing Year. OPRHP will pay its Pro Rata Share within thirty (30) days of an invoice from the Authority of its annual Pro Rata Share, in accordance with State Finance Law §179-f. However, failure of the Authority to submit an invoice to OPRHP shall not relieve OPRHP of the obligation to make the annual Pro Rata Share payments contemplated herein; provided however, that OPRHP's subsequent failure to pay its Pro Rata Share due to the Authority's failure to invoice OPRHP shall not be deemed late or an Event of Default under this Agreement.

7.2 OPRHP agrees to pay to the Authority its Reserve Share pursuant to the terms of this 7.2.

7.2.1 At least ninety (90) days before the date on which the Authority intends to close the Project's long-term financing, the Authority shall notify OPRHP in writing of (a) the intended closing date, and (b) the amount of OPRHP's Reserve Share. OPRHP will pay its Reserve Share within thirty (30) days of an invoice from the Authority for the Reserve Share, in accordance with State Finance Law §179-f.

7.2.2 The Authority shall hold such Reserve Share in trust and shall provide OPRHP with annual balance statements demonstrating the interest accrued for the current year. OPRHP shall be the sole beneficial owner of any interest accrued under this 7.2.2.

7.2.3 The Authority shall apply the sum of OPRHP's Reserve Share and all interest accrued thereunder to OPRHP's final Pro Rata Share payment due under 7.1 above. The Authority shall issue a check to OPRHP for any balance remaining thereafter.

8. Right to Audit.

8.1 At its own expense, OPRHP shall have the right to audit work done or material acquired for and with respect to the Letchworth Facilities portion of the Project by designated representatives of OPRHP, at any time during normal working hours, during the construction of the Project upon reasonable written notice to the Authority. The Authority shall maintain, during the course of construction of the Project, and retain for the useful life of the Project, complete and accurate records of all the Authority's costs which are chargeable to OPRHP pursuant to the terms of this Agreement. The right to audit shall extend to any and all contractors and subcontractors engaged by the Authority in the construction or initial operation of the Project.

9. Right to Test Water.

9.1 At its own expense, OPRHP shall have the right to request the Authority to conduct tests of the quality of treated water provided pursuant to this Agreement. Upon reasonable notice to the Authority, OPRHP may have its employees or agents conduct such tests and OPRHP and the Authority shall each receive a copy of the results of such tests. The Authority shall grant OPRHP reasonable access to the Project to conduct such tests during normal working hours, provided that a representative of the Authority shall be present.

10. Event of Default.

10.1 The occurrence of any of the following events is defined as and declared to be and constitute an "Event of Default" under this Agreement:

10.1.1 Failure by OPRHP to pay all Project costs relating to the Letchworth Facilities for which OPRHP is obligated to pay under this Agreement, within thirty (30) days, in accordance with State Finance Law §179-f, after an invoice is submitted as outlined in Section 7.

10.1.2 Failure by OPRHP to pay any undisputed charges associated with its water usage within thirty (30) days, in accordance with State Finance Law §179-f,, after an invoice is submitted for the same, as outlined in Section 11.

10.1.3 Failure by either Party to comply with any other terms, covenants, agreements or obligations set forth in this Agreement within the time

limit prescribed herein, or if no time limit is set forth, within a commercially reasonable time after having been provided with written notice of such violation.

- 10.1.4 The defaulting Party shall have a twenty (20) day period to cure ("Cure Period") such default, with such Cure Period commencing upon receipt by the defaulting party of written notice of default by the non-defaulting party. The Cure Period shall be extended an additional twenty (20) days (or for such longer period as the Parties may agree in writing) if (a) the defaulting party is making reasonable efforts to cure the breach as promptly as practicable, or (b) a cure cannot be practicably achieved within the Cure Period, provided the defaulting party gives the non-defaulting Party notice before the end of the Cure Period of the need for an extension, which notice will describe the actions being taken by the defaulting party to cure the Event of Default.
- 10.1.5 If OPRHP does not cure an Event of Default within the Cure Period or any extensions thereof under 10.1.4, the Authority may pursue any available remedy to enforce payment of any Project costs owed to it under this Agreement relating to the Letchworth Facilities, undisputed water usage charges, or the observance and performance of any other covenant, agreement, and obligation of OPRHP under this Agreement. OPRHP's obligation to continue to pay for the costs relating to the Letchworth Facility as set forth in this Agreement shall survive and continue and shall not merge with the written termination of this Agreement.
- 10.2 If an Event of Default remains uncured after the Cure Period or any extensions thereof under 10.1.4, the non-defaulting party may pursue against the defaulting party, any and all remedies available pursuant to New York State law, including but not limited to the enforcement of payment of funds due or, if applicable, the observance and performance of any other covenant, agreement and/or obligation as required by this Agreement.
 - 10.2.1 Upon the default of either Party, which remains uncured after the Cure Period or any extension thereof under 10.1.4, the non-defaulting Party, at its election, may terminate this Agreement upon written notice to the defaulting Party. For purpose of clarity, a failure of the Parties to agree to an amendment under 6.2 is not considered a default for purposes of 10.1 above and this 10.2, and shall give neither party the right to terminate this Agreement under this 10.2.1, such rights to termination being set forth in 6.2.2.
- 10.3 Neither the Authority nor OPRHP shall be liable for delays in performance reasonably beyond the control of each, but the Authority and OPRHP, as the case may be, will each notify in writing the other of any such delay and use all reasonable efforts to mitigate and remediate any such delay. This Section shall

not apply to the requirements and time frames set forth for the payment by OPRHP outlined in Section 7.

11. Water Rate and Service.

11.1 Upon Completion of the Project, such that the Authority is able to provide potable water to OPRHP, OPRHP agrees that it will pay the Authority its Water Rate for water services provided to Letchworth, pursuant to this 11.1

11.1.1. The quarterly charge for water service shall be paid by OPRHP to the Authority and shall include both the Rate Schedule Charge and the Service Rate Charge (together, the “Water Rate”) and shall be consistent with the Authority’s published Rate Schedule and Service Unit Policy then in effect.

11.1.2 The Authority shall, no later than the fifteenth (15th) day of the month immediately following the first month in which services are supplied to Letchworth, issue to OPRHP a written Statement of the number of service units to be assigned to OPRHP pursuant to the then-current Service Unit Policy

11.1.3 Commencing with the first full quarter following Completion of the Project, the Authority shall issue a written invoice to OPRHP of the Water Rate due for the immediately preceding Billing Period and each succeeding Billing Period during a calendar year. OPRHP will pay its Water Rate within thirty (30) days of such invoice from the Authority, in accordance with State Finance Law §179-f.

11.2 The Water Rate charged by the Authority to OPRHP may be changed by the Authority, provided that the Authority shall not increase the Water Rate to be charged to the OPRHP more than two (2) times in any calendar year unless: (a) OPRHP consents to the increase in writing, and (b) , the increase is equal to or less than increases to all other system users during the same period. The Authority shall give OPRHP at least sixty (60) day’s advance written notice of any change in the Water Rate, the Rate Schedule Charge, or the Service Rate Charge.

11.3 The Authority may not incorporate into OPRHP’s Water Rate any component of cost, including debt service or capital charges, for improvements already undertaken or for necessary future improvements or services that do not benefit either OPRHP exclusively or all system users universally. Any agreement by OPRHP to be responsible for debt service or capital charges shall take the form of either an amendment to this agreement or a new agreement, which will require in either case, the approval of the State Comptroller.

12. Termination.

12.1 Upon the default of either Party, which remains uncured after the Cure Period or any extension thereof under 10.1.4, the non-defaulting Party, at its election,

may terminate this Agreement upon written notice of termination to the defaulting Party, in accordance with 10.2.1 above.

- 12.2 Should either Party terminate this Agreement as provided for in 12.1 above, OPRHP shall thereafter, and within thirty (30) days of such termination, reimburse the Authority for all Project costs related to Letchworth Facilities, incurred by the Authority up to the date of the notice of default that have not yet been reimbursed by OPRHP, excluding costs associated with the Event of Default; provided however, that Authority has presented documentation reliably evidencing such costs, acceptable both to OPRHP and the State Comptroller, and conditioned upon the State Comptroller's approval to pay such costs. This obligation shall survive any termination of this Agreement and will not merge with or upon delivery and/or acceptance of any termination notice or issuance of any consent to terminate.

13. Insurance.

- 13.1 The Authority shall maintain commercial general liability insurance covering its activities under this Agreement in at least the following amounts: \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$4,000,000 excess liability for each occurrence (or such greater amount as recommended by the Authority's outside risk manager).
- 13.2 The Parties acknowledge that as an entity of New York State, OPRHP is self-insured and does not carry general liability insurance. Upon execution of this Agreement, OPRHP will provide a current Statement of Self Retention to Authority.
- 13.3 The Authority shall add as an additional insured to its commercial general liability insurance policy covering the services performed under this Agreement: The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, agents and employees. The Authority shall provide OPRHP written assurance of compliance with this 13.3, in the form of a certificate of insurance or other similar documentation, on an annual basis during the Term of this Agreement.
- 13.4 The Authority shall be responsible for obtaining and maintaining insurances related to its employees, including statutory worker's compensation, disability insurance and unemployment insurance.
- 13.5 The Authority shall maintain adequate property insurance and, if recommended by the Authority's outside risk manager, environmental liability insurance covering the Project. If such environmental liability insurance is placed in relation to the Project, then Authority shall name as additional insured on such environmental liability insurance: The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, agents and employees. If Authority obtains such environmental liability policy, the Authority shall provide OPRHP written assurance of compliance with this 13.5, in the form of certificate of

insurance or other similar documentation, on an annual basis during the Term of this Agreement.

- 13.6 OPRHP reserves the right to establish additional insurance requirements for any Authority contractors or subcontractors performing any work relating to the Letchworth Facilities under any permits or approvals required by OPRHP for such work.

14. Indemnification and Related Matters.

- 14.1 Indemnification by the Authority: Subject to the limitations set forth in Section 14.4 of this Agreement, the Authority shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless OPRHP, its officers, directors, agents, employees and invitees from any and all liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Authority, its officers, directors, agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that such losses are the result of the negligence or willful misconduct of any OPRHP officer, director, agent, employee or invitee. The provisions of this 14.1 shall survive the expiration of termination of this Agreement.
- 14.2 Indemnification by the OPRHP: Subject to the availability of lawful appropriates and consistent with Section 8 of the State Court of Claims Act, OPRHP shall hold the Authority harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of OPRHP or its officers or employees when acting within the course and scope of their employment. The obligation of OPRHP to indemnify does not extend to those liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses), which arise out of the negligence or willful misconduct of the Authority and its officers, directors, agents, employees and invitees. The provisions of this 14.2 shall survive the expiration or termination of this Agreement.
- 14.3 As to all insurance policies required under this Agreement, the Authority agrees to waive all rights of recovery and all rights of subrogation of damages against The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, agents and employees.
- 14.4 Consequential Damages: It is specifically agreed and understood that no Party will be responsible to any other Party for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith, in contract or in tort (including negligence), under any warranty, or otherwise. This Section 14.4 shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a

claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

15. Miscellaneous.

- 15.1 Subcontracting and Assignment. This Agreement shall be binding on the parties hereto, their agents, assigns and successors. The Authority may subcontract the construction, operation and maintenance of the Project (including the Letchworth Facilities) to the extent permitted by Law and this Agreement.
- 15.2 Amendment. This Agreement may not be amended, modified or extended unless in writing and duly signed by the parties hereto, and approved by the State Comptroller, when applicable. The Parties understand and acknowledge that any amendment authorizing an increase in OPRHP's Pro-Rata Share or other Project costs relating to the Letchworth Facilities, shall require State Comptroller approval.
- 15.3 Counterparts. 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.
- 15.4 Authorization. Each Party hereby represents and warrants to the others that its respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and municipal action to execute this Agreement.
- 15.5 Entire Agreement. This Agreement is the entire agreement of the Authority and OPRHP with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties with respect to such subject matter and any changes to this Agreement must be in writing, approved by both parties as evidenced by their signatures, and approved by the State Comptroller, when applicable.
- 15.6 Force Majeure. If performance (other than payment already due as the date of the notice of the Force Majeure Event under 15.6.1 below) under this Agreement by any of the Parties hereto is prevented or delayed by reason of any acts of God, acts of a public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, or other declarations of public health emergency, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of ruler and peoples, civil disturbances, explosions, strikes, the binding order of any court or government authority which has been resisted in good faith by any reasonable legal means, failure or want of any necessary supplies, utilities or products not within the control of such Party or any other cause beyond the control of the Party affected, and which cannot be overcome by reasonable due diligence (each a "Force Majeure Event"), such affected Party shall be excused from such performance to the

extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

15.6.1 In order to be excused from its performance under this Agreement, the Party claiming a Force Majeure Event must notify the other Party, in writing of the Force Majeure Event, within five (5) days of the Force Majeure Event.

15.7 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflicts of laws principles thereof.

15.8 Severability. If any provision of this Agreement is held to be unenforceable under then current laws, the enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such unenforceable provision the Parties shall negotiate to add a provision as similar in terms to such unenforceable provision as may be possible.

15.9 Independent Contractor. The Parties hereto shall each act as independent contractors and nothing herein shall be construed to make any party, or any of their employees, officers, directors or representatives, the agent, employee, partner or servant of any other Party or otherwise as expressly provided herein.

15.10 Non-Waiver. Failure by any Party at any time to require strict performance of any of the provisions herein shall not waive or diminish a Party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any obligation, term or condition of this Agreement shall not be deemed as any further or continuing waiver of any other term, provision or condition of this Agreement. A Party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party making such waiver.

15.11 Integration. This Agreement may not be amended or modified except by written agreement, executed by the Parties herein, and no oral statements, representations, or prior written materials pertaining to the subjects set forth herein, not contained within this Agreement, shall have any force or effect except as expressly authorized by this Agreement, and approved by OSC, when applicable.

15.12 NYS Standard Clauses. Attached and made expressly a part of this Agreement as Exhibit G is the Standard State Contract Terms, as may be amended from time to time. In the event of a conflict between any term in this Agreement and any term in the Standard State Contract Terms, the term in the Standard State Contract Terms, shall prevail.

15.13 Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement and made a part of it.

- 15.14 Exhibits. The following Exhibits are attached hereto and shall be constructed with, and as an integral part of this Agreement to the Same extent as if they were set forth verbatim in this Agreement:

Exhibit A – Authority Resolution

Exhibit B – Scope of Work

Exhibit C – Fiduciary Documents

Exhibit D – Plans

Exhibit E – Rate Schedule

Exhibit F- Service Unit Policy

Exhibit G – Appendix A Standard Clauses for New York State Contracts.

IN WITNESS THEREOF, the Parties hereto have executed or approved this Agreement on the dates below their respective signatures.

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY:

_____	_____	_____	_____
Name	Title	Signature	Date
	Contractor's signature must be notarized.		
_____		_____	_____
Company Name		SFS ID Number	Federal ID Number

ACKNOWLEDGEMENT

STATE OF _____)
) SS.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known who being duly sworn, did depose and say that he/she/they reside in _____; that he/she/they are the _____ of the _____, the firm/corporation/LLC described in and which executed the foregoing instrument; that he/she/they signed their name thereto as a _____ thereof.

 Notary Public

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION:

_____	_____	_____	_____
Name	Title	Signature	Date

Approved as to Form:
ATTORNEY GENERAL

OFFICE OF THE STATE COMPTROLLER

EXHIBIT A

AUTHORITY RESOLUTION

DRAFT

EXHIBIT B**SCOPE OF WORK****IMPROVEMENTS TO BE CONSTRUCTED BY AUTHORITY**

Upsizing of approximately 18,000 linear feet of 8-inch to 12-inch diameter water main from the Village of Geneseo line south along Rt. 39/Mt. Morris Rd./Rt. 20A to the Town of Leicester.

Installation of approximately 13,500 linear feet of 12-inch diameter water main from the intersection of Cuyler Rd. and Rt. 36/River Rd. south to the Park Rd. Letchworth Park entrance.

Installation of approximately 7,200 of 12-inch diameter water main from the entrance of Letchworth Park west along Park Rd.

Construction of a new ground 750,000-gallon water storage tank with TTHM removal system located approximately adjacent to the existing OPRHP maintenance facility on the north side of Park Rd.

EXHIBIT C

FIDUCIARY DOCUMENTS

1. Livingston County Water & Sewer Authority, General Revenue Bond Resolution, January 1, 2008
2. EFC State Revolving Loan Credit Policy – Authority Local Debt Service Reserves (May 14, 2020)

DRAFT



September 23, 2024

Arthur Briley
Regional Director
New York State Parks - Genesee Region
1 Letchworth State Park
Castile, NY 14427

RE: LEICESTER/YORK REGIONAL WATER PROJECT

Dear Mr. Briley:

The Leicester/York Regional Water Project (Project) will provide New York State Parks, more specifically Letchworth State Park, with the opportunity to connect to the potable water supply from the Livingston County Water & Sewer Authority (LCWSA). Attached is an estimate that identifies the primary project components and their estimated project costs, further broken down by the funding sources including NYS Parks.

The Project will bring water from the City of Rochester and the Village of Geneseo to the west side of Livingston County through a series of necessary capital improvements, along with other enhancements to improve water quality, redundancy, and expand water supply to needed areas. The majority of which will be funded by Livingston County and the LCWSA, including:

1. NYS Route 63 & Route 20A Water Main - \$2,340,000
 - a. Installation of an 8-inch water transmission main in the Towns of Geneseo & Leicester to increase the capacity of the system to enhance the supply to the west side of the County.
2. Craig, River, & York Road Water Main - \$1,700,000
 - a. Installation of a 4-inch water distribution main in the Town of York to supply potable water to the property owners impacted by the Retsof Salt Mine collapse.
3. South Lima Road Water Main - \$2,100,000
 - a. Installation of a 12-inch water transmission main in the Towns of Livonia, Avon, & Lima to increase the capacity of the system to enhance the supply to the west side of the County.
4. Livingston County Campus Supply - \$990,000
 - a. Installation of an 8-inch water transmission main in the Town of Leicester and Village of Mt. Morris to supply the Livingston County Campus.
5. NYS Route 265 Water Main - \$1,350,000



- a. Installation of a 12-inch water transmission main in the Town of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
6. Bronson Hill Water Main - \$910,000
 - a. Installation of an 8-inch water transmission main in the Town of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
7. Poplar Hill Water Main - \$910,000
 - a. Installation of an 8-inch water transmission main in the Town of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
8. Livonia Center Water Main - \$1,170,000
 - a. Installation of an 8-inch water transmission main in the Town of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
9. South Lima Rd Water Main Upsizing - \$700,000
 - a. This includes upsizing the main identified in No. 3 above from a 12-inch water main to a 16-inch water main.
10. Poplar Hill Rd Water Main Upsizing - \$210,000
 - a. This includes upsizing the main identified in No. 7 above from an 8-inch water main to a 12-inch water main.
11. East Ave/Summer St Water Main Replacements - \$1,410,000
 - a. Installation of a new 12-inch water main in the Village of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
12. Big Tree Water Main Replacement - \$2,775,000
 - a. Installation of a new 12-inch water main in the Town of Livonia to increase the capacity of the system to enhance the supply to the west side of the County.
13. LCWSA Hemlock Pump Station Improvements - \$1,000,000
 - a. Installation of a 5th pump at the Hemlock Pump Station to increase the capacity of the pump station.
14. New Town of York Pump Station - \$1,000,000
 - a. Replacement of the Flats Road water pump station in the Town of York.
15. New Leicester Gound Water Tank - \$1,200,000
 - a. Installation of a new 750,000-gallon ground tank in the Town of Leicester.
16. (V) Avon Interconnection - \$300,000
 - a. Miscellaneous piping improvements and interconnection with the Village of Avon water mains.
17. (V) Mt. Morris Water Master Meter – \$200,000
 - a. Installation of a new master water meter between the LCWSA and Village of Mt. Morris.
18. (V) Geneseo Water Tank Improvements - \$600,000



- a. Installation of a TTHM removal system in the Village of Geneseo Water Storage Tank.
- 19. (V) Geneseo WTP Interconnection Improvements - \$300,000
 - a. Piping improvements to enhance the supply of water between the Village of Geneseo and LCWSA systems.
- 20. (V) Geneseo Water Treatment Plant Improvements – \$500,000
 - a. Installation of a new emergency generator at the WTP and purchase of spare pump.

Participation by New York State Parks results in the modification of several projects components and the installation of additional water main to ensure the system has the capacity to serve Letchworth State Park. The specifics are identified below along with the associated construction cost to be paid by NYS Parks:

- 21. NYS Route 63 & Route 20A Water Main - \$360,000
 - a. This includes upsizing the main identified in No. 1 above from an 8-inch water main to a 12-inch water main, to accommodate the increase demand from NYS Parks.
- 22. River Road Water Main - \$2,025,000
 - a. Installation of 12-inch water main along River Road in the Town of Leicester to supply NYS Parks.
- 23. Park Road Water Main - \$1,080,000
 - a. Installation of 12-inch water main along Park Road in the Town of Leicester to supply NYS Parks.
- 24. New Leicester Ground Water Tank - \$600,000
 - a. This includes upsizing the water tank identified in No. 15 above from 750,000 gallons to 1,000,000 gallons, to accommodate the increase demand from NYS Parks.

The total capital cost associated with NYS Parks is \$5,700,000, which includes the construction costs identified above along with a 20% contingency and 20% softs costs.

Please contact me at (585) 260-4970 should you have any questions or require additional information.

Very truly yours,

CPL

A handwritten signature in blue ink, appearing to read 'Eric C. Wies'.

Eric C. Wies, P.E.
Vice President

						L/Y Regional Water Project			
Water Main Component	Diameter (Inch)	Distance (Feet)	Unit Price	New Customers	Cost Estimate	Funding Source			
						AKZO	LCWSA	NYS Parks	
NYS Route 63 & Route 20A Water Main (Geneseo & Leicester)	8	18,000	\$ 130	5	\$ 2,340,000	\$ 2,340,000	\$ -	\$ -	
NYS Route 63 & Route 20A Water Main (Geneseo & Leicester)	12	18,000	\$ 20	6	\$ 360,000	\$ -	\$ -	\$ 360,000	
River Road Water Main (Leicester)	12	13,500	\$ 150	0	\$ 2,025,000	\$ -	\$ -	\$ 2,025,000	
Park Road Water Main (Leicester)	12	7,200	\$ 150	0	\$ 1,080,000	\$ -	\$ -	\$ 1,080,000	
Craig Road, River Road, & York Road Water Main (York)	4	17,000	\$ 100	10	\$ 1,700,000	\$ 1,700,000	\$ -	\$ -	
South Lima Road Water Main (Livonia, Avon, & Lima)	12	14,000	\$ 150	90	\$ 2,100,000	\$ 798,000	\$ 1,302,000	\$ -	
Livingston County Campus Supply (Leicester & Mt. Morris)	8	3,300	\$ 300	0	\$ 990,000	\$ -	\$ 990,000	\$ -	
NYS Route 256 Water Main (Livonia)	12	9,000	\$ 150	0	\$ 1,350,000	\$ 1,350,000	\$ -	\$ -	
Bronson Hill Road Water Main (Livonia)	8	7,000	\$ 130	35	\$ 910,000	\$ -	\$ 910,000	\$ -	
Poplar Hill Road Water Main (Livonia)	8	7,000	\$ 130	45	\$ 910,000	\$ -	\$ 910,000	\$ -	
Livonia Center Road Water Main (Livonia)	8	9,000	\$ 130	25	\$ 1,170,000	\$ -	\$ 1,170,000	\$ -	
South Lima Rd Water Main Upsizing (Avon Interconnection)	16	14,000	\$ 50	0	\$ 700,000	\$ -	\$ 700,000	\$ -	
Poplar Hill Rd. Water Main Upsizing (Avon Interconnection)	12	7,000	\$ 30		\$ 210,000	\$ -	\$ 210,000	\$ -	
East Ave./Summers St. Water Main Replacements (Livonia)	12	4,700	\$ 300	0	\$ 1,410,000	\$ -	\$ 1,410,000	\$ -	
Big Tree Water Main Replacement	12	18,500	\$ 150		\$ 2,775,000	\$ -	\$ 2,775,000	\$ -	
System Improvement	Description								
LCWSA Hemlock Pump Station Improvements	Addition of 5th pump				\$ 1,000,000	\$ 700,000	\$ 300,000	\$ -	
New Town of York Pump Station	Replacement of Flats Road pump station				\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	
New Leicester Ground Water Tank	New 0.75/1 mg storage tank				\$ 1,800,000	\$ 1,200,000	\$ -	\$ 600,000	
(V) Avon Interconnection	Pipe Changes and interconnection				\$ 300,000	\$ -	\$ 300,000	\$ -	
(V) Mt. Morris Water Master Meter	Piping changes and Master Meter				\$ 200,000	\$ -	\$ 200,000	\$ -	
(V) Geneseo Water Tank Improvements	TTHM removal system				\$ 600,000	\$ 600,000	\$ -	\$ -	
(V) Geneseo WTP Interconnetion Improvements	Piping Changes & Upsizing				\$ 300,000	\$ 300,000	\$ -	\$ -	
(V) Geneseo Water Treatment Plant Improvements	WTP generator and spare pumps				\$ 500,000	\$ 500,000	\$ -	\$ -	
Subtotal =						\$ 10,488,000	\$ 11,177,000	\$ 4,065,000	
NYS Parks Only						Contingency (20%) =	\$ 1,048,800	\$ 2,235,400	\$ 813,000
NYS Parks & AKZO						Legal, Engineering, Administration (20%) =	\$ 2,097,600	\$ 2,235,400	\$ 813,000
AKZO Only						Total Estimated Capital Cost =	\$ 13,634,400	\$ 15,647,800	\$ 5,691,000
LCWSA Only						Total Estimated Capital Cost (Rounded) =	\$ 13,700,000	\$ 15,700,000	\$ 5,700,000
AKZO & LCWSA									\$ 34,973,200
									\$ 35,800,000

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
and
MANUFACTURERS AND TRADERS TRUST COMPANY
as Trustee

GENERAL REVENUE BOND RESOLUTION

Dated as of January 1, 2008

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GENERAL REVENUE BOND RESOLUTION

W I T N E S S E T H:

WHEREAS, capitalized terms shall have the meaning ascribed to them in this Resolution;
and

WHEREAS, the Authority is a body corporate and politic, constituting a public benefit corporation of the State of New York; and

WHEREAS, the Authority is authorized under the Act to issue bonds, notes or other obligations to pay the Cost of any Project or for any other corporate purpose, including the establishment of reserves to secure the Bonds, the payment of principal of, premium, if any, and interest on the Bonds and the payment of incidental expenses in connection therewith; and

WHEREAS, the Authority has determined that the public interest will be best served and that the purposes of the Act can be more advantageously obtained by the Authority issuing bonds, notes and other obligations hereunder in one or more series pursuant to supplemental resolutions from time to time for the purposes authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Authority as follows:

In order to secure (i) the payment of principal or redemption price of and interest on all Bonds issued and Outstanding under this Resolution according to their tenor, purport and effect, (ii) all Payment Obligations, (iii) any Subordinated Indebtedness, and (iv) the performance and observance of all the covenants, promises, stipulations, agreements, terms, provisions and conditions contained in the Bonds, any Subordinated Indebtedness and in this Resolution (i), (ii), (iii) and (iv) collectively, the “Secured Obligations”), and for and in consideration of the purchase and acceptance of the Bonds by the Beneficial Owners in the case of Bonds issued pursuant to the Book-Entry System and Registered Owners in the case of Bonds issued in certificated form and of the acceptance by the Trustee of the trust hereby created, the Authority, intending to be legally bound, does hereby pledge and grant a security interest unto the Trustee and its successors in the trust and its assigns, in and to the following:

FIRST GRANTING CLAUSE

All right, title and interest of the Authority in and to the Revenues.

SECOND GRANTING CLAUSE

All right, title and interest of the Authority in and to all money and Investment Securities from time to time held by the Trustee in any fund or account created hereunder; provided, however, that money or Investment securities held in the Rebate Fund established under Section 5.8 hereof shall be applied solely to pay the Rebate Amount to the United States and shall not be available for the payment of any Secured Obligations and any amounts held by the Trustee to pay the

purchase price of any Bonds tendered for purchase in accordance with a Supplemental Resolution shall be held exclusively for the benefit of the Registered Owners of such Bonds.

THIRD GRANTING CLAUSE

Any and all other property rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security herewith, by the Authority or any other Person on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

FOURTH GRANTING CLAUSE

All rights and privileges of every kind and nature appurtenant to the properties described in First, Second and Third Granting Clauses hereof, all proceeds thereof, and all the right, title and claim whatsoever, at law as well as in equity, which the Authority now has or may hereafter acquire in and to the property described in the above Granting Clauses, or any part thereof, whether now owned or hereafter acquired.

TO HAVE AND TO HOLD all and singular the Trust Estate sold, assigned, transferred, pledged and set over by the Authority as aforesaid or intended so to be, unto the said Trustee and its successors and assigns, forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, (i) for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Resolution without privilege, priority or distinction as to the Lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein, (ii) for the benefit of any and all Credit Facility Providers as their interests may appear, and (iii) for the benefit of the owner of any Subordinated Indebtedness, expressly as provided herein;

PROVIDED, HOWEVER, that if the Authority shall (i) well and truly pay, or cause to be paid, all Secured Obligations, at the times and in the manner specified therefor according to the true intent and meaning thereof, or shall provide for the payment thereof as permitted hereunder and (ii) well and truly keep, perform and observe all of the Secured Obligations other than Payment Obligations to be kept, performed and observed by it, and (iii) pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments and performance this Resolution and the rights hereby granted, and all interest of the Trustee in the Trust Estate, shall cease, terminate and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in this Resolution, otherwise this Resolution to be and remain in full force and effect; and

PROVIDED, FURTHER, HOWEVER, that if there is in effect a Credit Facility issued concurrently with the delivery of any series of Bonds and being security for such series of Bonds, or any replacement thereof permitted in accordance with any Supplemental Resolution pursuant to which the applicable Bonds were issued and there is not then in existence and continuing a Credit Facility Default with respect to any such Credit Facility, the pledge of the Resolution, to

the Trustee as security for the Bonds shall be terminated and of no effect only if each Credit Facility Provider shall so notify the Trustee in writing;

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto, that the terms and provisions upon which the Bonds are to be issued, executed, authenticated, delivered and secured, and the trusts and conditions upon which the Trust Estate is to be held and disposed of, which said trust and conditions the said Trustee hereby accepts and agrees to discharge, are as follows:

ARTICLE I

GENERAL PROVISIONS.

SECTION 1.1. Authority for the Resolution. This Resolution is entered into by virtue of the Act and pursuant to its provisions, and the Authority has ascertained and hereby determines that each and every matter and thing as to which provision is made in this Resolution is necessary, convenient or desirable in order to further secure the payment of the Secured Obligations and to carry out and effectuate the purposes of the Authority in accordance with the Act.

SECTION 1.2. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by the Beneficial Owners in the case of Bonds issued pursuant to the Book-Entry System and Registered Owners in the case of Bonds issued in certificated form from time to time, and of the Secured Obligations issued from time to time, and the issuance of any Credit Facilities or Exchange Agreements, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and Owners of the Secured Obligations, and, without limitation, the Registered Owners from time to time of the Bonds, any Credit Facility Providers and the parties to any Exchange Agreements and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided herein.

SECTION 1.3. Scope of Resolution. Nothing in this Resolution shall limit the power of the Authority to issue obligations of the Authority outside this Resolution for any lawful purpose of the Authority or from granting liens on the Pledged Revenues which are expressly subordinate to the Lien of this Resolution or from granting liens of any priority on revenues of the Authority which are not Revenues as defined herein.

SECTION 1.4. Construction. (a) In this Resolution (except as otherwise expressly provided or unless the context clearly otherwise requires) the singular includes the plural, the masculine includes the feminine, all definitions and references to documents include all amendments or supplements thereto, and all definitions and references to Persons or entities include their respective successors and assigns.

(a) Words importing the “redemption” “redeemed” or “calling for redemption” of Bonds do not include or connote the payment of Bonds at their stated maturity, or the payment of

Bonds upon declaring such Bonds due and payable in advance of their maturity, or the purchase of Bonds.

(b) All references in this Resolution to designated “Articles,” “Sections” and other subdivisions of this Resolution are to the designated Articles, Sections or other subdivisions of this instrument as amended from time to time. The words “herein,” and “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or other subdivision unless otherwise specified.

(c) The word “or” is used in its inclusive sense.

SECTION 1.5. Definitions. The following terms whenever used in this Resolution shall have the meanings set forth in this Section except as otherwise expressly provided or unless the context clearly requires otherwise:

“Accountant” means such independent certified public accountant or accounting firm as shall at the time be employed by the Authority for the purpose of performing the functions and duties of the independent certified public accountant under this Resolution or the Act.

“Accreted Amount” means at any particular time, the then current amount of any Capital Appreciation Indebtedness used for the purpose of determining any required principal amount for Bondowners’ consents or approvals, the amount of Bonds Outstanding, the redemption price of such Indebtedness or the priority of any claim for payment of interest or principal upon the occurrence of an Event of Default, all as provided in the Supplemental Resolution authorizing the issuance of any such Capital Appreciation Indebtedness.

“Accrued Debt Service” means for the sum of Accrued Interest and Accrued Principal for all Outstanding Bonds.

“Accrued Interest” means the interest component of Debt Service Requirements which has accrued or will accrue on any particular series of Outstanding Bonds less (i) any interest component which accrues during such period, which is to be paid from money or Investment Securities or the earnings thereon, which money or Investment Securities are on deposit in a separate fund or account, such as a capitalized interest sub-account, or are otherwise segregated for such purpose, and (ii) any interest which has accrued but is not due and payable within the twelve (12) month period immediately following such accrual. A Supplemental Resolution authorizing the issuance of Additional Parity Indebtedness, with the consent of each Credit Facility Provider, may modify or amend this definition of Accrued Interest for such Additional Parity Indebtedness.

“Accrued Principal” means the principal component of Debt Service Requirements which has “accrued” or will “accrue” on a particular series of Outstanding Bonds less any principal component which accrues during such period but is to be paid from money or Investment Securities or the earnings thereon which money or Investment Securities are on deposit in a separate fund or account or are otherwise segregated for such purpose. For purposes of this definition, it shall be assumed that the principal component accrues in twelve (12) equal monthly installments commencing on the twelfth month preceding the date on which payment is due, except that (i) with respect to the principal component of a series of Bonds which is payable more frequently than

annually, the principal component shall accrue in equal monthly installments from one payment date to the next; (ii) if the first principal payment date on a series of Bonds is less than twelve (12) months after the issuance of such series of Bonds, the principal component due on such first payment date shall accrue in equal monthly installments from the date of issuance to the first payment date, and (iii) with respect to Balloon Indebtedness, the principal component maturing or payable on one date shall be deemed to accrue in the month in which such component matures or is payable and not in monthly installments prior to such date. In all events, principal shall be determined to accrue in monthly amounts sufficient to assure the full amount due on any principal payment date and to be paid from the Debt Service and Sinking Fund will be on deposit in the Debt Service and Sinking Fund on the payment date. If an Event of Default occurs and Bonds have been declared to be due and payable as provided in this Resolution, then, in each calendar month, the entire unpaid principal of all Bonds which have been accelerated shall be deemed to have accrued in that calendar month. A Supplemental Resolution authorizing the issuance of Additional Parity Indebtedness, with the consent of each Credit Facility Provider, may modify or amend this definition of Accrued Principal with respect to such Additional Parity Indebtedness.

“Act” means (i) the Livingston County Water and Sewer Authority Act, being Title 8-G of Article 5 of the Public Authorities Law as enacted by Chapter 411 of the Laws of 1995 of the State, as it may from time to time be amended.

“Act of Bankruptcy” means with respect to any Person the occurrence of one of the following events: (a) the Person shall become insolvent or shall fail to pay its debts generally as they become due, or shall admit in writing its inability to pay any of its indebtedness; (b) the Person shall file a case under the Federal Bankruptcy Code to be declared a bankrupt or for reorganization; (c) the Person shall consent to, or petition or apply to any authority for the appointment of a receiver, liquidator, trustee or similar official for itself or for all or any part of its properties; (d) any such receiver, liquidator, trustee or similar official shall otherwise have been appointed and shall not have been removed, dismissed or stayed within sixty (60) days of such appointment; or (e) insolvency, reorganization, arrangement, or liquidation proceedings (or similar proceedings) shall have been instituted by or against the Person, and if instituted against the Person, shall not have been dismissed within sixty (60) days of being instituted.

“Additional Indebtedness” means any Indebtedness incurred by the Authority and issued hereunder subsequent to the issuance of the 2008 Notes. Additional Indebtedness may constitute Additional Parity Indebtedness, Subordinated Indebtedness, Credit Notes or any combination thereof.

“Additional Parity Indebtedness” means any Indebtedness of the Authority incurred pursuant to Article III hereof secured by a Lien on the Trust Estate on a parity basis with Outstanding Bonds, if any.

“Advance-Refunded Municipal Bonds” means obligations the interest on which is excluded from gross income for purposes of federal income taxation that have been advance-refunded prior to their maturity and that are fully and irrevocably secured as to principal and interest by Government Obligations described in subparagraphs (a), (b) or (n) of the definition of Investment Securities held in trust for the payment thereof, which Advance-Refunded Municipal

Bonds are rated in the highest rating category by each Rating Agency that maintains a credit rating with respect to such Advance-Refunded Municipal Bonds.

“Authority” means the Livingston Water and Sewer Authority, a body corporate and politic constituting a public benefit corporation created and existing under and by virtue of the Act.

“Authority Budget” shall mean the annual budget of the Authority, as amended or supplemented, adopted or in effect for a particular Fiscal Year, as provided in Section 9.7 hereof.

“Authorized Denominations” means (i) with respect to the 2008 Notes, a single denomination of the principal amount thereof and (ii) with respect to any Additional Indebtedness, a minimum denomination specified in the Supplemental Resolution under which such Additional Indebtedness is issued.

“Authorized Newspaper” means a newspaper selected by the Trustee printed in the English language and customarily published at least five (5) days each week and generally circulated within the Borough of Manhattan, City and State of New York, and when successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

“Authorized Representative” or “Authorized Officer” means, with respect to the Authority, the Chairperson, Vice Chairperson, Treasurer or Secretary thereof, or any other officer or person authorized to perform specific acts or duties by resolution duly adopted by the Governing Board of the Authority and in the case of any Credit Facility Provider, the President or any Vice President of the Credit Facility Provider, or any other officer authorized to perform specific acts or duties by resolution duly adopted by the Board of Directors, or relevant committee thereof, of the Credit Facility Provider and with respect to the County, means the Treasurer.

“Balloon Indebtedness” shall mean Indebtedness fifty percent (50%) or more of the initial principal amount of which matures or is payable at the option of the owners thereof on the same date, which portion of the principal is not required by the documents governing such Indebtedness to be amortized by redemption prior to such date. In calculating the Debt Service Requirement for purposes of determining the Debt Service Reserve Requirement or compliance with Additional Parity Indebtedness requirements, the Debt Service Requirement for such Indebtedness during such Fiscal Year shall be determined in accordance with the provisions of the Supplemental Resolution authorizing the issuance of such Indebtedness.

“Beneficial Owners” means purchasers of Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository.

“Bond” or “Bonds” means the 2008 Notes and any Additional Parity Indebtedness issued pursuant to this Resolution.

“Bond Counsel” means Orrick, Herrington & Sutcliffe LLP or any other nationally recognized counsel experienced in matters of municipal law and the tax-exempt status of obligations under the Code, acceptable to the Authority.

“Bondowner,” “Owner,” “owner” and “Registered Owner” means the Depository or its nominee, if the Book-Entry System maintained by the Depository pursuant to Section 2.6 is in effect, or the person in whose name any Bond is registered in the Bond Register System maintained by the Trustee pursuant to Section 2.7 hereof.

“Bond Register System” means a system of Ownership and transfer of Bonds registered on the registration books of the Authority kept for that purpose by the Trustee, as Bond register.

“Book-Entry System” means a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds.

“Business Day” or “business day” means any day (other than Saturday or Sunday) during which (i) commercial banks located in the State or in any of the cities in which the Principal Office of the Trustee or the office of any then current Credit Facility Provider at which a draw or claim on the Credit Facility is to be made are located are not required or authorized by law to close; and (ii) The New York Stock Exchange, Inc. is not closed.

“Capital Appreciation Indebtedness” means any Additional Indebtedness with a stated amount due at maturity, the interest on which is not payable until maturity or earlier redemption. In calculating the Debt Service Requirement in any Fiscal Year for Capital Appreciation Indebtedness for purposes of determining the Debt Service Reserve Requirement or compliance with Additional Parity Indebtedness requirements, the Debt Service Requirement for such Indebtedness during such Fiscal Year shall be determined in accordance with the provisions of the Supplemental Resolution authorizing the issuance of such Capital Appreciation Indebtedness.

“Charges” means any rates or charges imposed by the Authority for Services.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, (iv) the regulations prescribed under the provisions described in (ii) and (iii), and (v) any published revenue rulings applicable thereto.

“Cost” or “Costs” or “Costs of the Project” means “Costs” as defined in the Act.

“Costs of Issuance” means any costs relating to the issuance of any series of Bonds, including, without limitation, costs pertaining to credit enhancement, underwriting or placement fees, expenses and discounts, attorneys’ fees and expenses, printing and advertising expenses, fees and expenses of consultants and governmental or administrative fees and expenses.

“Counsel” means an attorney at law or law firm (who may be counsel for the Authority, the County, the Trustee or a Credit Facility Provider).

“County “ means the County of Livingston, New York, a municipal corporation of the State of New York, or its successors or assigns.

“Credit Agreement” means any agreement pursuant to which a Credit Facility is issued or provided for.

“Credit Facility” or “Credit Facilities” means any credit enhancement, guaranty, letter of credit, insurance policy, surety bond, standby bond purchase agreement or other credit facility or liquidity facility, and any extension or renewal thereof which is delivered to the Trustee as security or liquidity for the payment of the principal or purchase price of or interest on any series of Bonds or any portion thereof, and includes any Reserve Fund Credit Facility.

“Credit Facility Bonds” means those Bonds which are purchased from funds drawn under a Credit Facility by the Trustee during the period of time that such Bonds are not remarketed and are held by or for the account of any Credit Facility Provider.

“Credit Facility Default” means either (i) failure by the Credit Facility Provider to pay any claim or draw under the Credit Facility when due in accordance with its terms or (ii) Act of Bankruptcy of the Credit Facility Provider.

“Credit Facility Provider” means the provider of any Credit Facility, and includes any Reserve Fund Credit Facility Provider.

“Credit Note” means the promissory note or other instrument or agreement evidencing or setting forth the Authority’s obligations to a Credit Facility Provider pursuant to a Credit Agreement.

“Debt Service and Sinking Fund” means the fund so designated which is established pursuant to Section 5.4 of this Resolution.

“Debt Service Requirements” means, with reference to any specified period, the amounts required to be paid by the Authority to the Trustee for the owners of Indebtedness (or any trustee or paying agent for such owners) in respect of the principal of Indebtedness (including mandatory redemptions or prepayments) and the interest thereon, and the amounts required to be paid by the Authority as lease rentals in respect of Indebtedness in the form of capitalized leases, provided that, for the purposes of the foregoing:

(a) The amount deemed payable by the Authority in respect of interest on any Indebtedness shall not include interest funded and available from the proceeds thereof, any interest subsidy or corpus allocation percentage reasonably anticipated by the Authority to be available under any Project Finance Agreement, or similar agreement, executed with the New York State Environmental Facilities Corporation, or any successor thereof or any similar State agency or instrumentality, or, upon initial issuance, any accrued interest; and

(b) The amount deemed payable by the Authority in respect of the principal of and interest on any Balloon Indebtedness, Capital Appreciation Indebtedness, or Variable Rate Indebtedness shall be calculated and, to the extent required, recalculated as provided in this Resolution.

“Debt Service Reserve Fund” means the fund so designated which is established pursuant to Section 5.5 of this Resolution.

“Debt Service Reserve Requirement” means with respect to a particular date and with respect to a series or series of Bonds, but only if the Supplemental Resolution relating to the particular series or series of Bonds, so requires, the lesser of: (a) the maximum annual Debt Service Requirements with respect to the Outstanding Bonds of such series in the then current and all future Fiscal Years (for the purposes of which calculation any Variable Rate Indebtedness shall be calculated pursuant to the Supplemental Resolution pursuant to which the Indebtedness has been issued); (b) 125% of the average annual Debt Service Requirements (excluding Purchase Payments) with respect to the Outstanding Bonds of such series in the then current and all future Fiscal Years (for the purposes of which calculation any Variable Rate Indebtedness shall be calculated pursuant to the Supplemental Resolution pursuant to which the Indebtedness has been issued); and (c) the maximum amount that may be held in the Debt Service Reserve Fund, in the opinion of Bond Counsel to the Authority, with respect to a series of Bonds intended to be tax-exempt without adversely affecting the Tax-Exempt status of such Bonds. The Debt Service Reserve Requirement may be satisfied in whole or in part by a Reserve Fund Credit Facility. For purposes of calculating the Debt Service Reserve Requirement, the cost of any applicable Credit Facility shall be included as if it were interest on the Bonds of the related series of Bonds.

“Depository” means The Depository Trust Company, New York, New York, or any other entity performing substantially the same function under a Book-Entry System, and any successor depository designated pursuant to Section 2.6 hereof.

“Eastern Time” means the prevailing local time in The City of New York, New York.

“EFC” means the New York State Environmental Facilities Corporation.

“Event of Default” means any of the events described in Section 10.1 of this Resolution.

“Federal Bankruptcy Code” means Title 11 of the United States Code.

“First Supplemental Resolution” means the Supplemental Resolution, dated as of February 7, 2008, adopted by the Authority that is supplemental hereto and relates to the 2008 Notes.

“Fiscal Year” means the period of twelve months commencing on January 1 and ending on December 31.

“Fitch” means Fitch Ratings, New York, New York, its successors and assigns, or if such corporation dissolves or no longer performs the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the Authority and not unacceptable to either the Trustee or any Remarketing Agent.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of municipalities, authorities, or corporations as appropriate, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants or any successor body.

“Governing Board” means the members of the Authority constituting and acting as the governing body of the Authority as provided in the Act.

“Government Obligations” means United States Treasury bills or other interest-bearing direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the principal and interest of which are unconditionally guaranteed as to full and timely payment by, the United States of America, but not mutual funds (including unit investment trusts)) investing in such obligations other than money market funds that are rated in the highest category by Moody’s, S & P and Fitch.

“Indebtedness” means, as to the Authority, at a particular time, all items which would, in conformity with Generally Accepted Accounting Principles, be classified as liabilities on a balance sheet of the Authority at such time, but in any event including without limitation (a) indebtedness arising under acceptance facilities or in respect of all letters of credit issued for the account of the Authority and, without duplication, all drafts drawn thereunder, (b) obligations under leases which have been, or under Generally Accepted Accounting Principles are required to be, capitalized, and (c) all indebtedness secured by (or for which the owner of such indebtedness has the right to be secured by) any mortgage, deed of trust, pledge, security interest or other lien, charge or encumbrance upon property owned or acquired subject to such mortgage, deed of trust, pledge, security interest, lien, charge or encumbrance, whether or not the liabilities secured thereby have been assumed. Indebtedness shall not in any event include (a) current obligations payable from current revenue, including current payments for the funding of pension or other employee benefit plans (which shall be considered Operating Expenses) but shall include the current portion of Indebtedness classified as a current obligation under Generally Accepted Accounting Principles; (b) obligations under contracts for supplies, services and pensions, allocable to current operating expenses of future years in which the supplies are to be furnished, the services rendered or the pension benefits paid (which shall be considered Operating Expenses in such future years); and (c) rentals payable in future years under leases, other than leases properly capitalized under Generally Accepted Accounting Principles (which shall be considered operating Expenses in such future years).

“Independent” means a Person who is not an officer, director or employee of a Credit Facility Provider or a member, officer or employee of the Authority or the County; provided, however, that the fact that such Person is retained regularly by or transacts business with the Authority, the County or the Credit Facility Provider shall not make such Person an employee within the meaning of this definition.

“Interest Payment Date” means for any Bonds the date on which interest on such Bonds is payable according to the Supplemental Resolution pursuant to which such Bonds were issued.

“Investment Securities” means and includes any of the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons and interest coupons stripped from either Government Obligations or obligations of the

Resolution Trust Company, which interest coupons are obligations of or guaranteed by the United States of America;

(c) Bonds, debentures, notes or other evidence of indebtedness issued by any of the following: Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Bank for Cooperatives, Federal Intermediate Credit Banks, Federal Financing Bank, Export-Import Bank of the United States, or Federal Land Banks, or the Resolution Trust Company;

(d) All other obligations issued or unconditionally guaranteed as to the timely payment of principal and interest by an agency or person controlled or supervised by and acting as an instrumentality of the United States government pursuant to authority granted by Congress;

(e) (i) Interest-bearing time or demand deposits, certificates of deposit, or other similar banking arrangements with any government securities dealer, bank, trust company, savings and loan association, national banking association or other savings institution (including the Trustee), provided that such deposits, certificates, and other arrangements are fully insured by the Federal Deposit Insurance Corporation or any successor federal deposit insurance corporation or entity or (ii) interest-bearing time or demand deposits or certificates of deposit with any bank, trust company, national banking association or other savings institution (including the Trustee), provided such deposits and certificates are in or with a bank, trust company, national banking association or other savings institution which either (A) has an unsecured, uninsured and unguaranteed obligation rated “Prime-1” or “A3” or better by Moody’s and “A-1” or “A-” or better by S & P or (B) is the lead bank of a parent bank holding company with an unsecured, uninsured and unguaranteed obligation meeting the rating requirements in (e)(ii)(A) above, and provided further that with respect to (i) and (ii) any such obligations are held by the Trustee or a bank, trust company or national banking association other than the issuer of such obligations (unless the issuer is the Trustee);

(f) Repurchase agreements or investment agreements collateralized by securities described in subparagraphs (a), (b), (c) or (d) above or (1) or (m) below, to the extent that any municipal bonds are rated in the highest rate category of one or more Rating Agencies with any registered broker/dealer subject to the Securities Investors’ Protection Corporation or that is an approved Federal Reserve Bank primary dealer or with any commercial bank (including the Trustee), provided that (1) a specific written repurchase agreement or investment agreement governs the transaction, (2) the securities, free and clear of any lien, are held by the Trustee or an independent third party acting solely as agent for the Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$25 million, and the Trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Trustee, (3) a perfected first security interest under the Uniform Commercial Code, or book entry procedures described in 31 CFR 306.1 et seq. or 31 CFR 350. et seq., in such securities is created for the benefit of the Trustee, (4) the Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two (2) Business Days of such valuation, or, in the case of a repurchase agreement, the agreement has a term of thirty (30) days or less, (5) the fair market value of the collateral securities in relation to

the amount of the repurchase obligation or the payment obligation, depending on whether it is a repurchase agreement or an investment agreement, including principal and interest, is equal to at least 100% and (6) the collateral was not acquired by the broker/dealer pursuant to a repurchase agreement or reverse repurchase agreement;

(g) Uncollateralized investment agreements issued or guaranteed by entities with debt obligations of comparable or longer maturity that are rated “Aa3” or better by Moody’s and “AA-” or better by S & P;

(h) Money market funds rated “Am” or “Am-G” or better by Moody’s and S & P;

(i) Commercial paper rated “Prime-1” or better by Moody’s and “A-1” or better by S & P;

(j) Obligations rated “A3” or better by Moody’s and “A-” or better by S & P;

(k) Shares of investment companies or cash equivalent investments which are authorized to invest only in assets or securities described in subparagraphs (a), (b), (c) and (d) above; provided, however, that investment in obligations described in this clause (k) shall not exceed \$500,000;

(l) Advance-Refunded Municipal Bonds;

(m) Tax-Exempt Obligations that are rated “A-3” or better or V-MIG 1 by Moody’s and “A-” or better or A-1 by S & P, or shares of investment companies that invest only in such obligations;

(n) Certificates that evidence ownership of the right to payments of principal of or interest on Government Obligations, provided that (1) such obligations shall be held in trust by a bank or trust company or national banking association meeting the requirements for a successor Trustee under this agreement, (2) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Government Obligations, and (3) the underlying Government Obligations are held in a special account separate from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian or any person to whom the custodian may be obligated; and

(o) The Trustee’s “cash sweep account” or other short term investment fund of the Trustee, the assets of which consist of other Investment Securities defined above.

“Lien” means any sale, transfer, assignment, disposition, mortgage, pledge, security interest, lien, judgment lien, easement or other encumbrance on title, excluding Permitted Encumbrances.

“Moody’s” means Moody’s Investors Service, Inc., New York, New York, its successors and assigns, or if such corporation dissolves or no longer performs the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the Authority and not unacceptable to either the Trustee or any Remarketing Agent.

“1986 Code” means the Code.

“Non-Purpose Obligations” shall have the meaning given such term under Section 1.148-1(b) of the Income Tax Regulations of the United States Department of the Treasury.

“Officer’s Certificate” means a certificate or statement signed by an Authorized Representative or Authorized Officer of the Authority, or, as the context may require, of the Credit Facility Provider.

“Operating Expenses” means the expenses reasonably incurred or to be incurred by the Authority in connection with the operation of the System, including, without limitation, all reasonable costs of operating, maintaining, insuring or repairing the System as may be necessary or proper to maintain adequate service, fees and expenses reasonably incurred or to be incurred by the Authority payable by the Authority to other Persons in connection with Services, all fees paid by the Authority to other parties in connection with the operation of the System, all taxes imposed upon the Authority or its assets or properties, auditing fees, legal fees, engineering fees, financial advisory fees, office expenses, general administrative and management expenses, compensation and expenses of the Trustee (including those of its counsel) and any remarketing fees and expenses with respect to any Bonds provided, however, that Operating Expenses shall not include depreciation on the System or any other non-cash charge, interest or principal on Indebtedness or Payment obligations. Without limiting the foregoing, Operating Expenses shall also include all costs of any Credit Facility and all administrative expenses.

“Operating Revenues” means for any period the Revenues of the Authority, excluding any extraordinary gain or loss resulting from the extinguishment of Indebtedness, the sale of capital assets, the proceeds of insurance claims, except business interruption insurance, and settlements and of condemnation awards or payments in lieu thereof, and the proceeds of any Indebtedness, all determined in accordance with Generally Accepted Accounting Principles.

“Outstanding,” when used with reference to a series of Bonds, shall, subject to the provisions of the Resolution, mean as of any particular time all of the Bonds authenticated and delivered by the Trustee under the Resolution, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money in the necessary amount shall have been deposited with the Trustee, and with respect to Bonds to be redeemed prior to maturity, notice of such redemption shall have been given or provided for as provided in the Resolution;

(c) Bonds in substitution for which other Bonds shall have been authenticated and delivered pursuant to the terms of the Resolution; and

(d) Bonds which are deemed to have been paid pursuant to the provisions of Article XIV hereof.

“Paying Agent” shall mean the Trustee or any other or successor Paying Agent appointed in accordance with any Supplemental Resolution.

“Payment Date” or “payment date” means, (a) with respect to payments of principal or interest on the 2008 Notes or any Additional Indebtedness, including upon the redemption of any of the same, such dates as may be specified in the applicable Supplemental Resolution and (b) in the case of payments to Bondowners after the occurrence of an Event of Default, such other date or dates as the Trustee shall establish for the payment of principal or interest.

“Payment Obligations” means all amounts due and owing to a Credit Facility Provider under a Credit Agreement.

“Permitted Encumbrances” means, as of any particular time, (i) leases, encumbrances, mortgages, easements or rights of way with respect to real estate of the Authority which the Authority has determined by resolution to be necessary or desirable in connection with the development of Projects, (ii) liens for ad valorem taxes, assessments or other governmental charges, permitted to exist as provided herein or not then delinquent, (iii) any mortgage or security agreement securing any Credit Facility Provider as permitted herein, (iv) any Lien created under this Resolution, (v) existing utility, access and other easements and rights of way, restrictions and exceptions and future encumbrances of like nature not arising out of the borrowing of money or the securing of advances of credit which will not interfere with or impair the operation of the property for its intended purpose, (vi) liens arising in connection with workers’ compensation, unemployment insurance, old age pensions and social security benefits and liens securing appeal and release bonds, provided that adequate provision for the payment of all such obligations has been made by the Authority, (vii) attachment and judgment liens, so long as the same are being contested in good faith and by appropriate legal proceedings, (viii) any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s lien or right or purchase money security interest in respect thereof if payment is not yet due and payable under the contract in question or which is being contested in accordance with the provisions hereof and which is bonded if and to the extent required by law, including without limitation the General Municipal Law of the State, (ix) those matters which were in existence at the time of the issuance of the 2008 Notes, and (x) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the property and as do not, in the opinion of Counsel, have a materially adverse effect on the use of the property for the purposes intended.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a governmental body, political subdivision, municipality or authority or any other group or entity.

“Pledged Revenues” means all Revenues which have been pledged to the Trustee under this Resolution by the Granting Clauses hereof, whether or not they are held by the Trustee or its agent.

“Prime Rate” means the rate of interest publicly announced from time to time in The Wall Street Journal as the “prime rate” for major commercial banks, with the Prime Rate for any given calendar month being calculated by using the Prime Rate in effect as of the first day of such month.

“Principal Office,” when referring to the Trustee or any Paying Agent, means the office where any such institution maintains its principal corporate trust office, and when referring to a Credit Facility Provider means the office at which a demand for payment must be made,

“Principal Payment Date” means with respect to 2008 Notes February 7, 2010 or as otherwise provided in the Supplemental Resolution providing for the issuance of any Bonds.

“Project” means any project as such term is used in the Act.

“Rating Agencies” means S & P, Moody’s, Fitch, or any other nationally recognized credit rating agency, to the extent that such entity was initially requested by the Authority to rate its obligations and then maintains a credit rating with respect to the relevant security.

“Rebate Amount” means all interest income and profits earned on the investment of the proceeds of Tax-Exempt Bonds which is required to be paid to the United States under Section 148 (f) of the Code, calculated and determined in accordance with the Regulations in effect from time to time under that Section.

“Rebate Fund” means the separate fund created under Section 5.8 hereof.

“Record Date” means, as the case may be, (i) the Record Date for payment of the purchase price, principal of or interest on a series of Bonds as provided in the Supplemental Resolution pertaining to such series of Bonds or (ii) the record date established by the Authority in accordance with Section 13.2 hereof for obtaining consents from bondowners.

“Registered Owner” means the Depository or its nominee, if the Book-Entry System maintained by the Depository pursuant to Section 2.6 is in effect, or the person in whose name any Bond is registered, if the Bond Register System maintained by the Trustee pursuant to Section 2.7 hereof is in effect.

“Remarketing Agent” means the person or entity appointed as such under any Supplemental Resolution with respect to the Bonds of the series of Bonds authorized thereunder.

“Reserve Fund Credit Facility” means the letter of credit, insurance policy or surety bond, together with any substitute or replacement therefor, if any, complying with the provisions of Section 5.6 hereof, thereby fulfilling all or a portion of the Debt Service Reserve Requirement.

“Reserve Fund Credit Facility Provider” means any provider of a Reserve Fund Credit Facility.

“Resolution” means this instrument, together with all modifications hereof and amendments and supplements hereto.

“Revenues” means all rates, fees, charges and other income and receipts derived from the operation of the System including, without limiting the generality of the foregoing, Charges, investment proceeds and proceeds of insurance, condemnation, and sale or other disposition of assets, together with all federal, State or municipal aid, if any. Revenues do not include draws on reserves.

“Revenue Fund” means the fund so designated which is described in Section 5.2 of this Resolution.

“Secured Obligations” means the various obligations secured by this Resolution as described in the granting clauses hereto.

“Services” means any sewerage or water service or services with respect to the System required or permitted by the Act.

“S & P” means Standard & Poor’s Corporation, New York, New York, its successors and assigns, or if such corporation dissolves or no longer performs the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the Authority and not unacceptable to either the Trustee or the remarketing agent, if any.

“Sinking Fund Installments” means for any Fiscal Year and any series of Bonds, the principal amount thereof subject to mandatory redemption pursuant to Section 5.4 hereof and the applicable Supplemental Resolution.

“State” means the State of New York.

“Stated Amount” means the amount set forth in any Credit Facility as the maximum amount the Trustee is permitted to draw from said Credit Facility, in respect of both principal and interest, as such amount is reduced and reinstated from time to time in accordance with the terms of the Credit Facility.

“Subordinated Indebtedness” means any Indebtedness of the Authority secured by a Lien on the Pledged Revenues that is by its terms expressly subordinated to the Lien on the Pledged Revenues securing the Bonds.

“Supplemental Resolution” means any Resolution amending, modifying or supplementing this Resolution made, signed and becoming effective in accordance with the terms hereof.

“System” means the System for furnishing Services.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government or public instrumentality, including Bonds, that such interest is excluded from gross income for federal tax purposes (other than for an owner who is a “substantial user” of the project being financed or a “related person” within the meaning of Section 147(a) of the Code), whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. The Trustee may conclusively rely on an opinion of Independent Counsel experienced in the field of Tax-Exempt obligations to the effect that a particular series of Bonds is Tax-Exempt.

“Tender Agent” means the person or entity designated as such in a Supplemental Resolution.

“Trust Estate” means the revenue, receipts, property, and rights and interest of the Authority which are subject to the Lien of this Resolution.

“Trustee” means Manufacturers and Traders Trust Company, in its capacity as trustee under this Resolution, or its successors in the trust.

“2008 Notes” means the Authority’s initial issuance of \$964,150 original aggregate principal amount System Revenue Notes issued pursuant to this Resolution as further provided in the First Supplemental Resolution.

“Variable Rate Indebtedness” means any Bond, the rate of interest on which is subject to change prior to maturity and which cannot be determined in advance of such change, including but not limited to Bonds in a commercial paper mode. In calculating the Debt Service Requirement for purposes of compliance with Additional Parity Indebtedness requirements, such Variable Rate Indebtedness shall be deemed to be Indebtedness bearing interest calculated pursuant to the Supplemental Resolution pursuant to which the Indebtedness has been issued.

The words “hereof,” “herein,” “hereto,” “hereby” and “hereunder” (except in the form of Bond) refer to the entire Resolution.

SECTION 1.6. Form of Documents. Every “request,” “order,” “demand,” “application,” “requisition,” “appointment,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Authority, unless the form thereof is specifically provided, shall be in writing signed by an Authorized Representative or Authorized Officer.

ARTICLE II

CONCERNING THE BONDS.

SECTION 2.1. Authorization of 2008 Notes. There shall be initially issued hereunder \$964,150 System Revenue Notes, 2008, as more particularly described in the First Supplemental Resolution. The 2008 Notes (or any amendment, modification, replacement, reissuance or refunding of the 2008 Notes) shall each be issued for such purposes, shall be in such form and denomination, shall bear such dates, shall be numbered, shall mature and bear interest and shall have such other terms and provisions (including the application of any Credit Facility) permitted under the Act and not contrary to the terms of this Resolution as shall be provided in the First Supplemental Resolution.

(a) Additional Parity Indebtedness may also be issued under this Resolution pursuant to and subject to the terms and conditions of Article III hereof. The Additional Parity Indebtedness shall be issued in such aggregate principal amounts, for such purposes, shall be in such form and denomination, shall bear such dates, shall be numbered, shall mature and bear interest and shall have such other terms and provisions (including the application of any Credit Facility) permitted under the Act and not contrary to the terms of this Resolution (including particularly but without limitation this Article II and Article III of the Resolution) as shall be provided in the Supplemental Resolution executed in connection with the issuance thereof.

(b) Bonds may also be issued under this Resolution pursuant to Section 2.10 hereof in lieu of Bonds theretofore issued which have been mutilated, lost, destroyed or stolen.

SECTION 2.2. Place, Manner and Source of Payment of Bonds. The principal of and interest on the Bonds issued and to be issued hereunder, and the redemption premium, if any, payable thereon in case of redemption, shall be payable as may be designated in the particular Bond issued or to be issued hereunder, in lawful money of the United States of America.

Interest on Bonds of each series of Bonds shall be payable at the rates and in the manner specified herein and in the Supplemental Resolution authorizing such series of Bonds and shall accrue from the dated date of such Bonds and be payable in arrears. The interest on Bonds shall be paid by check or draft of the Trustee mailed on the relevant Interest Payment Date to the Registered Owner of the Bond as of the close of business on the relevant Record Date provided, however, payment to EFC or its nominee shall be made as agreed upon with EFC or its nominee. Interest on any Bonds may also be payable by wire transfer to any Registered Owner of such Bonds in the principal amount of \$1,000,000 or more as of the close of business on the Record Date next preceding any Interest Payment Date at a wire destination in the continental United States provided such owner submits to the Trustee a written request therefor at least five (5) days before the Record Date for such payment.

The principal amount of the Bond and any redemption premium shall be paid to the Registered Owner thereof upon the surrender of the Bond at the principal corporate trust office of the Trustee.

SECTION 2.3. Execution of Bonds. All Bonds issued hereunder shall be executed in the name of the Authority by the manual or facsimile signature of its Chairperson or Vice-Chairperson, and an actual impression or facsimile of the corporate seal shall be thereunto affixed and attested by the manual or facsimile signature of its Secretary (or in either case such other officer as may be designated by the Authority). Any such Bonds may be authenticated, issued and delivered notwithstanding that one or more of the officers signing such Bonds or whose facsimile signature shall be upon such Bonds or any thereof, shall have ceased to be such officer or officers at the time when such Bonds shall actually be delivered, and although at the nominal date of the Bonds any such person shall not have been such officer of the Authority.

SECTION 2.4. Authentication of Bonds. No Bonds shall become valid or obligatory for any purpose until such Bonds shall have been authenticated by the Trustee, and such authentication by the Trustee upon any Bond shall be conclusive evidence and the only evidence that the Bond so authenticated has been duly authenticated pursuant to the written direction of the Authority and delivered hereunder and that the Registered Owner thereof is entitled to the benefit of the trust and lien hereby created.

SECTION 2.5. Bonds Are Negotiable Instruments. The Bonds shall have the qualities of negotiable instruments under the merchant law and the negotiable instruments law of the State, as well as the Uniform Commercial Code as adopted by the State, subject to the provisions for registration and transfer contained in Section 2.6 and in the Bonds.

SECTION 2.6. Transfer and Exchange of Bonds; Book-Entry System. (a) Except as may be provided in any Supplemental Resolution or as provided in this Section 2.6 or in Section 2.7, each series of Bonds shall be subject to the Book-Entry System of ownership and transfer. Each series of Bonds subject to the Book-Entry System of ownership and transfer shall initially be evidenced by one certificate for each maturity, in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for the Depository. The Bonds subject to the Book-Entry System of ownership and transfer may not thereafter be transferred or exchanged on the registration books of the Authority held by the Trustee as bond registrar except:

- (i) to any successor Depository designated pursuant to (b) below;
- (ii) to any successor nominee designated by a Depository; or
- (iii) if the Authority shall, by resolution, elect to discontinue the Book-Entry System pursuant to (b) below, the Authority will cause the Trustee to authenticate and deliver replacement Bonds in fully registered form to such persons, and in such authorized denominations, as may be designated by the Depository, but without any liability on the part of the Trustee or the Authority for the accuracy of such designation; thereafter the provisions of Section 2.7 below regarding registration, transfer and exchange of Bonds shall apply.

(b) Upon the resignation of any institution acting as Depository hereunder, or if the Authority determines that continuation of any institution in the role of Depository is not in the best interests of the Beneficial Owners or the Authority, the Authority will attempt to identify another institution qualified to act as Depository hereunder. If the Authority is unable to identify such successor Depository prior to the effective date of the resignation, the Authority shall, by resolution, discontinue the Book-Entry System, as provided in (a)(iii) above with respect to the applicable series of Bonds.

(c) So long as the Book-Entry System is used for Bonds of a series of Bonds, the Authority and the Trustee shall treat the Depository (or its nominee) as the sole and exclusive owner of such Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondowners under this Resolution, registering the transfer of such Bonds, obtaining any consent or other action to be taken by Bondowners and for all other purposes whatsoever, except as may otherwise be provided by law; and neither the Authority nor the Trustee shall be affected by any notice from any Person other than the Depository (or its nominee) to the contrary. None of the Authority, any Credit Facility Provider or the Trustee shall have any responsibility or obligation to any participant in the Depository, any person claiming a beneficial ownership interest in Bonds subject to the Book-Entry System of ownership and transfer under or through the Depository or any such participant, or any other person which is not shown on the registration books of the Trustee as being a Bondowner, with respect to: (A) such Bonds; or (B) the accuracy of any records maintained by the Depository or any such participant; or (C) the payment by the Depository or any such participant of any amount in respect of the principal or redemption price of or interest on such Bonds; or (D) any notice which is permitted or required to be given to Bondowners under this Resolution; or (E) the selection by the Depository or any such participant or any person to receive payment in the

event of a partial redemption of such Bonds; or (F) any consent given or other action taken by the Depository as Bondowner. The Trustee shall cooperate with the Depository in connection with any consent given or other action taken by the Depository as Bondowner if and to the extent the Depository has delegated by proxy such consent or action to other Persons.

(d) Notwithstanding the payment provisions contained in the forms of Bonds subject to the Book-Entry System of ownership and transfer, so long as such Bonds or any portion thereof are registered in the name of the Depository or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to the Depository or its nominee in New York Clearing House or equivalent next day funds on the dates provided for such payments under this Resolution, except as provided in a Supplemental Resolution. Each such payment to the Depository or its nominee shall be valid and effective to fully discharge all liability of the Authority or the Trustee with respect to the principal or redemption price of or interest on such Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds subject to the Book-Entry System of ownership and transfer Outstanding, the Trustee shall not require surrender by the Depository or its nominee of the Bonds so redeemed, but the Depository (or its nominee) may retain such Bond certificate as to the amount of such partial redemption; provided that, in each case the Trustee shall request, and the Depository shall deliver to the Trustee, a written confirmation of such partial redemption and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Bonds of such series and maturity which have been redeemed.

(e) So long as the Bonds subject to the Book-Entry System of ownership and transfer or any portion thereof are registered in the name of the Depository or any nominee thereof, all notices required or permitted to be given to the Bondowners under this Resolution shall be given to the Depository.

SECTION 2.7. Provisions for Bond Register System. The Bonds or any series of Bonds may be subject to a Bond Register System of ownership and transfer if so designated by the Authority in the Supplemental Resolution authorizing such series of Bonds or as provided in Section 2.6. A Supplemental Resolution may provide that Bonds of the Series of Bonds authorized thereby will be subject to a Book-Entry System of ownership only at particular times or from time to time. If the Book-Entry System shall be discontinued for any series of Bonds, the conversion to a Bond Register System for each such series of Bonds shall be effected pursuant to arrangements for the surrender of a single Bond for the applicable series of Bonds by the Depository and the issuance of Bonds of such series to Registered Owners that are reasonably satisfactory to the Trustee, which arrangements shall be communicated by the Trustee to the Depository on behalf of the Beneficial Owners. The conversion shall become effective hereunder and binding upon the Authority, the Trustee and all Registered Owners and Beneficial Owners at such time as may be specified in a Supplemental Resolution authorizing such series of Bonds or as specified in a resolution of the Authority. The general provisions of such Bond Register System, after conversion from the Book-Entry System, are as follows.

Any Bond may be transferred at the principal corporate trust office of the Trustee by the Registered Owner in person or by his attorney duly authorized in writing, and thereupon, the Authority shall execute in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new Bond or Bonds, of the same series, of the same maturity, and for

the same aggregate principal amount registered in such name or names as shall be requested. The Trustee shall register any transfer and shall deliver an appropriately registered and authenticated Bond or Bonds within seventy-two (72) hours of the receipt of the Bond or Bonds to be transferred and such other necessary documentation.

All Bonds shall be exchangeable for like Bonds of the same series of Bonds but different Authorized Denominations, in the same aggregate principal amount, maturing on the same dates and bearing the same rate of interest as the Bonds to be exchanged, all in the manner hereinafter provided. The Registered Owner of any Bond or Bonds, desiring to exchange such Bond or Bonds, shall present such Bond or Bonds, accompanied by appropriate instruments of transfer, at the principal corporate trust office of the Trustee, together with a written request for exchange, in form approved by the Authority, setting forth the denomination or denominations thereof and the person or persons in whose name such Bond or Bonds are to be registered. Thereupon, the Trustee shall authenticate and deliver to the Registered Owner thereunto entitled a new Bond or new Bonds of the same series of Bonds in authorized denominations aggregating the principal amount of the Bond or Bonds surrendered, maturing as to principal on the same date or dates, bearing the same rate of interest and bearing the same designation as to series.

Except as may be set forth in a Supplemental Resolution with respect to a series of Bonds, Bonds issued in exchange for or upon the registration of transfer of Bonds on or after the first Interest Payment Date thereon shall be dated as of the Interest Payment Date next preceding the date of delivery thereof by the Trustee, except that (a) if such date of delivery shall be an Interest Payment Date thereof, said Bonds shall be dated as of such date of delivery, or (b) if there shall be no Interest Payment Date thereof preceding such date of delivery, then notwithstanding any of the foregoing provisions of this section, such Bonds shall be dated the date of Bonds of such series upon their original issuance, or (c) if such date of delivery is on or after a Record Date and before the next succeeding Interest Payment Date, such Bonds shall be dated the date of such next succeeding Interest Payment Date, or (d) if interest on such Bonds shall not have been paid in full in accordance with its terms, then, notwithstanding any of the foregoing provisions of this Section, such Bonds shall be dated as of the date to which interest has been paid in full on such Bonds.

Registration, transfer and exchanges of Bonds authorized under this Article shall be without expense to the Registered Owners of such Bonds, except that any taxes or other governmental charges shall be paid by the Registered Owner requesting any such transaction, as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to issue or transfer any Bonds during a period beginning at the opening of business on the fifth day (whether or not a business day) next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given or to transfer any Bonds which have been selected or called for redemption in whole or in part.

All Bonds executed, authenticated and delivered in exchange for Bonds surrendered or upon the transfer of registered Bonds shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, and shall be secured by the lien of this Resolution to the same extent as such surrendered Bonds.

SECTION 2.8. Ownership of Bonds. The Authority, the Trustee and any Paying Agent designated in any Bond may treat the Registered Owner of the Bond as the absolute owner of such Bond for all purposes whether or not such Bond shall be overdue, and neither the Authority, the Trustee nor any Paying Agent shall be affected by any notice to the contrary. Any consent, waiver or other action taken by the Registered Owner of any Bond shall be conclusive and binding upon such Registered Owner, his heirs, successors or assigns, and upon all transferees of such Bond whether or not notation of such consent, waiver or other action, shall have been made on such Bond or on any Bond issued in exchange therefor or upon registration or transfer thereof.

SECTION 2.9. Temporary Bonds. Until Bonds of a series of Bonds in definitive form are ready for delivery, the Authority may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu of any thereof, and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten Bonds of such series of Bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described and with appropriate omissions, variations and insertions. Such Bond or Bonds in temporary form may be for the amount of any authorized denomination or any multiple thereof, as the Authority may determine. Until exchanged for Bonds of the same series of Bonds in definitive form such Bonds in temporary form shall be entitled to the lien and benefit of this Resolution. Unless otherwise agreed with the Registered Owner of such temporary Bond, the Authority shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and thereupon, upon the presentation and surrender of any Bond or Bonds in temporary form, the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form of the same series and the same maturity for the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made by the Authority at its own expense and without making any charge therefor. Until such Bonds in definitive form are ready for delivery, the Registered Owner of one or more Bonds in temporary form may, with the consent of the Authority, exchange the same, upon surrender thereof to the Trustee for cancellation, for Bonds in temporary form of like aggregate principal amount, of the same series and maturity and in authorized denominations.

SECTION 2.10. Mutilated, Destroyed, Lost or Stolen Bonds. Upon receipt by the Authority and the Trustee of evidence satisfactory to both of them that any Outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, then the Authority, in its discretion, may execute and thereupon the Trustee shall authenticate and deliver, a new Bond of the same series and same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond or in lieu of and in substitution for the Bond so destroyed, lost or stolen.

The Authority may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of the expenses, including counsel fees, which may be incurred by the Authority and the Trustee in connection therewith. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Authority, in its discretion, may, instead of issuing a new Bond, direct the payment thereof and the Trustee shall thereupon pay the same.

Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be destroyed, lost or stolen be at any time

enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued under this Resolution.

ARTICLE III

ISSUANCE OF ADDITIONAL INDEBTEDNESS.

SECTION 3.1. Purposes of Additional Parity Indebtedness. The Authority may issue from time to time, and the Trustee shall authenticate, Additional Parity Indebtedness for any lawful corporate purpose, including but not limited to providing all or part of the funds necessary (i) to refinance, restructure or refund all or any portion of any Indebtedness of the Authority, including accrued and unpaid interest and redemption premium, if any; (ii) to plan, develop, construct, acquire, complete, restore or replace any Project or any portion thereof (as requested by the Authority pursuant to the Act), including studies, planning and design and other preliminary costs and expenses in connection therewith; (iii) to pay costs and expenses, any increase in the Debt Service Reserve Requirement incidental thereto and the funding of any reserves or (iv) for any other purpose permitted under the Act.

SECTION 3.2. Conditions Precedent to the Issuance of Additional Parity Indebtedness. The Trustee shall not authenticate or deliver to the Authority on its order any Additional Parity Indebtedness pursuant hereto unless theretofore or simultaneously therewith there shall have been delivered or paid to the Trustee the following:

(a) a certified copy of a resolution or resolutions of the Governing Board of the Authority authorizing the issuance of such Additional Parity Indebtedness, stating the purpose or purposes for the issuance of such Additional Parity Indebtedness, describing in brief and general terms the Bonds to be refinanced, restructured or refunded and/or the Projects to be financed by the issuance of such Additional Parity Indebtedness, if any, authorizing the execution and delivery of the Supplemental Resolution, and fixing the terms of such Additional Parity Indebtedness;

(b) a Supplemental Resolution executed by the Authority providing for the issuance of the Additional Parity Indebtedness, and containing such other necessary or proper terms, requirements and provisions which shall not be inconsistent with this Resolution or any previous Supplemental Resolution, unless all Bonds, the Registered Owners of which are entitled to the protection of the provision or provisions with which the Supplemental Resolution is inconsistent, have been paid or redeemed or provision therefor duly made. The provisions of this Resolution shall apply to any Additional Parity Indebtedness unless the relevant Supplemental Resolution explicitly provides otherwise;

(c) a written opinion or opinions of Bond Counsel to the effect that: (i) all conditions precedent to the issuance of the Additional Parity Indebtedness pursuant to the Act, this Resolution and any relevant Supplemental Resolution have been satisfied; (ii) the Additional Parity Indebtedness, when issued, will be valid and binding obligations of the Authority in accordance with their terms; (iii) it is proper for the Trustee to authenticate the Additional Parity Indebtedness; and (iv) if the Additional Parity Indebtedness is intended to be Tax-Exempt, an opinion to the effect that interest on the Additional Parity Indebtedness is Tax-Exempt;

(d) the written order of the Authority, signed by the Chairperson or Vice Chairperson of the Authority, ordering the Trustee to authenticate and deliver such Additional Parity Indebtedness, stating the amount of the proceeds of sale thereof and directing the application of such proceeds;

(e) the proceeds of the Additional Parity Indebtedness in the amounts stated in the order of the Authority described above, to be applied as described in such order;

(f) any additional deposit to the Debt Service Reserve Fund required with respect to the Additional Parity Indebtedness;

(g) with respect to any Additional Parity Indebtedness, a certificate duly executed by the Accountant (or an Authorized Representative of the Authority, to the extent permitted by Section 3.3 hereof) stating that, based upon a review of the books and records of the Authority, for any twelve (12) consecutive month period of the eighteen (18) calendar months immediately preceding the month during which the Additional Parity Indebtedness is to be issued (or during such lesser period if less time has expired) all amounts required to be paid into the Debt Service and Sinking Fund were so paid and the Debt Service Reserve Fund Requirement was maintained in accordance with the Resolution and Revenues from Charges during such period is no less than 120% of the debt service on Bonds and proposed Additional Parity Indebtedness on an annual basis for the Fiscal Year immediately preceding the issuance of the Additional Parity Indebtedness;

(h) if the Additional Parity Indebtedness is being issued to finance a refunding (1) executed counterparts of such documents as are necessary or appropriate for the purposes of the refunding, including, specifically, an escrow deposit agreement providing for the deposit and application of funds for the refunding, (2) unless all refunded Indebtedness is to be redeemed or otherwise retired on the date of settlement for the refunding Bonds, such schedules, verified as to their mathematical accuracy by an Accountant, as are necessary to demonstrate the adequacy of funds deposited for the refunding and the income thereon for the purpose of paying, when due, the principal or redemption price of and interest on the refunded Indebtedness, and (3) evidence satisfactory to the Trustee that notice of any necessary redemption has been properly given, or that provisions satisfactory to the Trustee have been made therefor, or that sufficient waivers of such notice have been duly filed with the Trustee; and

(i) a confirmation from the Rating Agencies that the issuance of such Additional Parity Indebtedness would not cause the Bonds to be rated less than investment grade, if the Bonds are currently rated.

The opinion(s) of Bond Counsel described in paragraph (c) above may be accepted by the Trustee as conclusive evidence that the requirements of this Section have been complied with, and the Trustee shall thereupon be authorized to execute said Supplemental Resolution, to authenticate the Additional Parity Indebtedness and to deliver the same to or upon the order of the Chairperson or Vice Chairperson of the Authority.

SECTION 3.3. Exceptions for Certain Additional Parity Indebtedness. (a) Notwithstanding anything to the contrary in paragraph (g) of Section 3.2 above, the Authority may issue Additional Parity Indebtedness without satisfying paragraph (g) of Section 3.2 above in any

authorized amount if (i) all Outstanding Bonds are secured as to the payment of the principal of and interest due on such Bonds by a Credit Facility or Credit Facilities and issued concurrently with the delivery of each series of Bonds and being security for each series of Bonds, or any replacement thereof permitted in accordance with any Supplemental Resolution pursuant to which the applicable Bonds were issued and no such Credit Facility Provider has wrongfully dishonored a draw request for payment under such Credit Facility, which wrongful dishonor remains uncured, and (ii) the Credit Facility Provider or Credit Facility Providers, as the case may be, of each series of such Bonds consents to the issuance of the Additional Parity Indebtedness without satisfaction of such paragraph or (iii) if the proceeds of such Additional Parity Indebtedness will be expended on a Project required to be constructed by the Authority to comply with any State or federal law, rule or regulation.

SECTION 3.4. Application of Proceeds of Additional Parity Indebtedness. The proceeds of the Additional Parity Indebtedness issued for the purpose of acquiring, constructing, completing, restoring or replacing Projects, after paying the costs and expenses of the financing and making any other payments and setting aside any reserves authorized by the Governing Board of the Authority, shall be deposited into the Project Fund and expended to pay Project Costs. Any capitalized interest funded from the proceeds of such Additional Parity Indebtedness shall be deposited with the Trustee as directed in a certificate of an Authorized Officer of the Authority.

The proceeds of Additional Parity Indebtedness issued for refunding purposes shall, after paying all costs and expenses incidental to the redemption and to the financing, be directly or indirectly applied by the Trustee to the payment or redemption of the Indebtedness to be refunded pursuant to the written order of the Authority described in Section 3.2 (d) hereof.

SECTION 3.5. Additional Parity Indebtedness on Parity. All Additional Parity Indebtedness issued from time to time under this Article III shall be on a parity with Outstanding Bonds and with all other Additional Parity Indebtedness issued hereunder, except as expressly provided herein or permitted by this Resolution.

SECTION 3.6. Subordinated Indebtedness. The Authority may issue from time to time one or more series of Subordinated Indebtedness pursuant to the terms of a Supplemental Resolution for any lawful purpose of the Authority (including the provision of working capital of the Authority), such Subordinated Indebtedness to be in substantially such form as may be approved by the Authority and specified in the Supplemental Resolution authorizing the same. The priority of payments of principal or redemption price and interest on such Subordinated Indebtedness and the security therefor shall be as provided in the applicable Supplemental Resolution, which shall make such provisions for payment of the Debt Service Requirements of the Subordinated Indebtedness from Revenues held in the Revenue Fund in a manner consistent with Article V of this Resolution.

SECTION 3.7. Credit Notes. The Authority may issue from time to time one or more Credit Notes pursuant to the provisions of a Supplemental Resolution. Any Credit Note that secures a Credit Facility with respect to any series of Bonds shall be subordinate only to the Bonds of the series of Bonds to which the Credit Facility relates. Therefore, a Credit Facility Provider shall be entitled to share in the Trust Estate under and according to Section 10.10 hereof only when all amounts due and payable on the Bonds of the series of Bonds to which the Credit Facility it has

issued relates have been fully paid. Any Credit Note that secures a Credit Facility with respect to Subordinated Indebtedness shall be likewise subordinated to such Subordinated Indebtedness. Furthermore, notwithstanding anything to the contrary contained herein, the Authority shall not be obligated to establish or fund a Debt Service Reserve Requirement with respect to any Credit Note, nor include any contingent payments under any Credit Note as part of any calculation of Debt Service Requirements.

ARTICLE IV

COSTS OF ISSUANCE FUND.

SECTION 4.1. Costs of Issuance Fund. The Trustee shall create, at a minimum, one separate fund, entitled the “Costs of Issuance Fund,” to be held separate from all other funds and accounts of the Trustee.

The Authority shall transfer to the Trustee for deposit in the Costs of Issuance Fund any proceeds of Bonds or other amounts designated by the Authority. The Trustee shall apply the amounts on deposit in the Costs of Issuance Fund to the payment of Costs of Issuance of Bonds of the related series of Bonds. Any amounts on deposit therein that are not so applied within one year of deposit shall be applied to any fund created or established hereunder in which there is a deficiency, and, to the extent not so required, transferred to the Debt Service and Sinking Fund. Costs of Issuance, including without limitation the Cost of any Credit Facility, shall be paid by the Trustee from the Costs of Issuance Fund without need of prior invoice from the Credit Facility Provider.

Amounts held in the Costs of Issuance Fund shall be invested by the Trustee solely in Investment Securities, subject to the limitations imposed thereon by the Act.

ARTICLE V
REVENUES AND FUNDS.

SECTION 5.1. Rate Covenant. The Authority covenants that it will fix, charge and collect Charges for Services so long as any Bonds shall remain Outstanding, which shall produce, together with other Authority Revenues, in the aggregate Operating Revenues which shall be sufficient in each Fiscal Year to provide for:

- (a) the Operating Expenses of the Agency as set forth in the Annual Budget for such Fiscal Year;
- (b) an amount equal to one hundred and five percent (105%) of the Debt Service Requirements for all Indebtedness in such Fiscal Year; and
- (c) any amount necessary to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement as provided herein.

For purposes of the preceding covenant, Operating Revenues shall include amounts (i) capitalized from proceeds of Bonds or (ii) otherwise made available and reserved and not already taken into account hereunder by reduction of the obligation which Operating Revenues must cover.

The Authority shall, not less frequently than once each year, review and adjust its Charges so as to produce Operating Revenues which, together with amounts capitalized from proceeds of Bonds or otherwise made available and reserved and not already taken into account hereunder by reduction of the obligation which Operating Revenues must cover, shall be sufficient to comply with this Section. In the event Charges shall be inadequate to comply with this Section, from time to time and as often as shall appear necessary, the Authority covenants that it will adjust its Charges so as to produce Operating Revenues which, together with amounts capitalized from proceeds of Bonds or otherwise made available and reserved and not already taken into account hereunder by reduction of the obligation which Operating Revenues must cover, shall be sufficient to comply with this Section.

For the purposes of complying with the Rate Covenant, “amounts capitalized from proceeds of Bonds or otherwise made available and reserved and not already taken into account hereunder by reduction of the obligation which Operating Revenues must cover” shall mean money of the Authority held in a fund or account that is included within the Trust Estate and which the Trustee has been irrevocably instructed to apply to the Payment of Debt Service Requirements or the restoration of the Debt Service Reserve Fund within the Fiscal Year for which credit is given.

SECTION 5.2. Pledge of Revenues: Security Interest. As security for its obligation to make payments required hereunder and to secure the performance and observance of all the covenants and conditions contained herein, and in confirmation of and subject to the Granting Clauses hereof, the Authority pledges and grants to the Trustee, subject to the uses and applications

authorized or required by this Resolution, a Lien on and security interest in the Trust Estate. The pledge made by this Resolution shall be valid and binding from the time such pledge is made, and the covenants and agreements set forth herein to be performed by or on behalf of the Authority shall be for the benefit, protection and security of the Registered Owners of the Bonds and Subordinated Indebtedness with priority and distinction as expressly provided herein or permitted by this Resolution. The Trust Estate shall immediately be subject to the Lien of the pledge without any physical delivery thereof or further act, and, except as otherwise provided herein, shall be held by the Trustee until disbursed as authorized by this Resolution in trust for the benefit of the Registered Owners from time to time of the Bonds, and Subordinated Indebtedness issued and Outstanding under this Resolution.

Notwithstanding the above pledge, money from time to time deposited and held in the Debt Service and Sinking Fund for the payment of particular Bonds shall be held in trust by the Trustee for payment to the respective Registered Owners from time to time of the particular Bonds for the payment of which said money has been deposited in said Fund, and whenever Bonds shall be selected for redemption out of money held under the Resolution, the money so held to the amount necessary to pay principal, redemption premium, if any, and interest to the date fixed for redemption on the Bonds selected for redemption, shall be held by the Trustee in trust for the payment to the respective Registered Owners of the particular Bonds so selected for redemption.

SECTION 5.3. Revenue Fund; Application of Revenues. (a) There is hereby established a special fund, designated as the "Revenue Fund", to be held by the Trustee in trust separate and apart from the other funds and accounts of the Trustee.

(b) The Authority shall cause sufficient Revenues to be transferred to the Trustee for deposit into the Revenue Fund on or before the First Business Day of each calendar month an amount equal, in the aggregate, to Accrued Debt Service for Bonds with a final maturity of more than three years. For Bonds with a final maturity of three years or less, the Authority shall cause sufficient Revenues to be transferred to the Trustee for deposit into the Revenue Fund at least fifteen days prior to any Payment Date an amount equal to Accrued Debt Service for such Bonds. Amounts held in the Revenue Fund shall be invested solely as directed in writing by an Authorized Representative of the Authority in Investment Securities, subject to the limitations imposed thereon by the Act.

(c) On the first Business Day prior to each Payment Date succeeding the issuance of the 2008 Notes, the Trustee shall make the following payments from the Revenue Fund in the following order of priority:

FIRST: Such amount to the Debt Service and Sinking Fund as is necessary as shall be sufficient to pay Accrued Debt Service due and payable on the next Payment Date;

SECOND: From the balance, if any, in the Revenue Fund after making the deposits required by the preceding paragraph, an amount to the Debt Service Reserve Fund as is necessary so that the balance in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement;

THIRD: From the balance, if any, in the Revenue Fund after making the deposits or retainage required by the preceding paragraphs, such amount as is necessary to make all required payments for or in connection with Subordinated Indebtedness as provided in and in accordance with the provisions of any Supplemental Resolution or similar document pertaining to such Subordinated Indebtedness;

FOURTH: From the balance, if any, in the Revenue Fund after making the deposits required by the preceding paragraphs, such amount as is necessary to make all required payments in any fund or account as the Authority or the Trustee at the direction of the Authority may from time to time create pursuant to Section 5.11 of the Resolution in such amount as is required by said direction; and

(d) FIFTH: From the balance, if any in the Revenue Fund to continue in the Revenue Fund.

SECTION 5.4. Project Fund. There is hereby created a special fund known as the Project Fund which shall be held in trust by the Trustee until applied as hereinafter provided. Amounts held in the Project Fund shall be applied as directed in the request of an Authorized Representative of the Authority to pay Project expenses of the Authority and pending such application shall be invested solely by the Trustee as directed in writing by an Authorized Representative of the Authority in Investment Securities.

SECTION 5.5. Debt Service and Sinking Fund. There is hereby created a special fund known as the Debt Service and Sinking Fund which shall be held in trust by the Trustee until applied as hereinafter provided. The Debt Service and Sinking Fund shall include a separate account for each series of Bonds issued hereunder.

In the event moneys are not sufficient for the payment of Debt Service on a Payment Date, the Trustee shall, without instruction or further direction from the Authority, promptly transfer the requisite amounts from the Debt Service Reserve Fund to the relevant accounts of the Debt Service and Sinking Fund to make good any such deficiency.

The money held from time to time in the Debt Service and Sinking Fund shall be applied by the Trustee without further direction from the Authority to the payment of the Debt Service Requirements on the Bonds as and when the same shall become due and payable; provided that if the same shall have been paid under a Credit Facility (other than municipal bond insurance) relating to the series of Bonds on which the payments were due, including in those instances where Debt Service Requirements on a series of Bonds has been paid in the first instance from the proceeds of a Credit Facility, amounts equal to such payments on deposit in the account of the Debt Service and Sinking Fund established with respect to Bonds of such series of Bonds shall be paid to the Credit Facility Provider as reimbursement. If a Supplemental Resolution provides that Debt Service Requirements on Bonds of a series of Bonds issued thereunder are to be paid in the first instance from the proceeds of a Credit Facility, the Trustee shall comply with the terms of such Supplemental Resolution in that regard and draw upon the Credit Facility to pay Debt Service Requirements on Bonds of such series of Bonds.

SECTION 5.6. Debt Service Reserve Fund. There is hereby created a special fund known as the Debt Service Reserve Fund which shall be held in trust by the Trustee until applied as hereinafter provided. The Debt Service Reserve Fund shall include a separate account for each series of Bonds issued hereunder for which a Debt Service Reserve Requirement applies.

The Trustee shall be authorized, without further direction from the Authority, to apply the money in the Debt Service Reserve Fund toward the payment of the Debt Service Requirements from time to time becoming due and payable upon a series of Bonds, to the extent that, the Debt Service and Sinking Fund shall at any time be insufficient with respect to such series of Bonds. The Trustee shall, for any particular series of Bonds, initially draw funds from the Debt Service Reserve Fund.

In the event of any deficiency in the Debt Service Reserve Fund, the Authority shall thereafter make monthly transfers from the Revenue Fund, (after the deposits required by Section 5.5, if any), until the amount in the Debt Service Reserve Fund in cash or investments shall equal the Debt Service Reserve Requirement. Amounts held in the Debt Service Reserve Fund shall be restored to their respective Debt Service Reserve Requirement within twelve (12) months after the occurrence of any deficiency therein. The investments of each account of the Debt Service Reserve Fund made pursuant to Section 6.2 shall, for the purpose of determining the amount from time to time in the Debt Service Reserve Fund, be valued annually by the Trustee at amortized cost. The investments of the accounts of the Debt Service Reserve Fund shall include (i) investments that at the time of acquisition would constitute Investment Securities if the stated level of required ratings, if any, for Investment Securities were at least the second highest whole rating category (without regard to pluses or minuses) for the type of rating in question (e.g. short-term or long-term) and (ii) investments which can be liquidated by or on behalf of the Trustee not later than ten (10) years from the date of their acquisition for an amount at least equal to the principal thereof and all accrued interest (or amortized discount) thereon to the liquidation date, whether by maturity, redemption, tender or otherwise.

Upon written instructions of an Authorized Officer of the Authority during the twelve (12) month period prior to the final maturity date of any series of Bonds, money held in the Debt Service Reserve Fund shall be credited against the amount otherwise transferable from the Revenue Fund to the Debt Service and Sinking Fund in respect of Debt Service Requirements for such Bonds and shall be transferred to the Debt Service and Sinking Fund for the payment of such Debt Service Requirements; provided, however, that no such credit shall be given and no such transfer shall be made if, immediately prior to such crediting and transfer, the amount on deposit in the Debt Service Reserve Fund is not at least equal to the Debt Service Reserve Requirement.

Except to the extent that a Supplemental Resolution shall provide otherwise, the amount then held in the Debt Service Reserve Fund pursuant to this Section 5.6 in excess of the Debt Service Reserve Requirement shall, upon the written instructions of the Chairperson or Vice-Chairperson of the Authority, be transferred from the Debt Service Reserve Fund and deposited in the Revenue Fund or applied by the Trustee pursuant to such instructions to the prompt purchase or redemption of Bonds.

Monies and securities held for the credit of the Debt Service Reserve Fund may, at the direction of the Authority, be withdrawn from the Debt Service Reserve Fund and applied to the

purchase, redemption or payment of the principal of and interest on Bonds at any time provided that after giving effect to such purchase, redemption or payment the amount credited to the Debt Service Reserve Fund shall not be less than the Debt Service Reserve Requirement.

SECTION 5.7. Reserve Fund Credit Facility. The Authority may elect to satisfy in whole or in part the Debt Service Reserve Requirement by means of a letter of credit, insurance policy or surety bond (together with any substitute or replacement therefor, the “Reserve Fund Credit Facility”), subject to the following requirements:

(A) The Reserve Fund Credit Facility Provider must have a credit rating issued by a Rating Agency not less than the then current rating on the related series of Bonds and in any event equal to one of the Rating Agency’s two highest long-term rating categories;

(B) The Authority shall not secure any obligation to the Reserve Fund Credit Facility Provider by a Lien on the Trust Estate superior to the Lien on the Trust Estate granted to the Bondowners;

(C) Each Reserve Fund Credit Facility shall have a term of at least one (1) year (or, if less, the remaining term of the related series of Bonds) and shall entitle the Trustee to draw upon or demand payment at such times and for such purposes as the Trustee would be entitled to claim the funds and investments that would be on deposit in the Debt Service Reserve Fund were there no such Reserve Fund Credit Facility and receive the amount so requested in immediately available funds not later than five (5) Business Days after such draw or demand. To assure a timely draw on any Reserve Fund Credit Facility and timely payment of funds in the Debt Service and Sinking Fund, any Supplemental Resolution providing for a Reserve Fund Credit Facility shall provide that the date for deposit in the applicable account of the Debt Service and Sinking Fund for a series of Bonds for which a Reserve Fund Credit Facility has been provided shall be no later than five days prior to the first Business Day of each calendar month in which an Accrued Debt Service payment is due;

(D) The Reserve Fund Credit Facility shall permit a drawing by the Trustee for the full Stated Amount in the event (i) the Reserve Fund Credit Facility expires or terminates for any reason prior to the final maturity of the related series of Bonds, and (ii) the Authority fails to satisfy the Debt Service Reserve Requirement by the delivery to the Trustee of cash, obligations, a substitute Reserve Fund Credit Facility, or any combination thereof, for deposit in the related account in the Debt Service Reserve Fund on or before the date of such expiration or termination;

(E) If the rating issued by the Rating Agencies to the Reserve Fund Credit Facility Provider is withdrawn or reduced below the rating assigned to that of the related series of Bonds immediately prior to such action by the Rating Agencies, the Authority shall provide a substitute Reserve Fund Credit Facility within sixty (60) days after said rating change, and, if no substitute Reserve Fund Credit Facility is delivered to the Trustee by such date, shall fund the Debt Service Reserve

Requirement in not more than forty-eight (48) equal monthly payments commencing not later than the first day of the month immediately succeeding the date representing the end of said sixty (60) day period; and

(F) If the Reserve Fund Credit Facility Provider commences any insolvency proceedings or is determined to be insolvent or fails to make payments when due on its obligations, the Authority shall provide a substitute Reserve Fund Credit Facility within sixty (60) days thereafter, and, if no substitute Reserve Fund Credit Facility is delivered to the Trustee by such date, shall fund the Debt Service Reserve Requirement in not more than forty-eight (48) equal monthly payments commencing not later than the first day of the month immediately succeeding the date representing the end of said sixty (60) day period.

If the events described in either (E) or (F) above occur, the Trustee shall not relinquish the Reserve Fund Credit Facility at issue until after the Debt Service Reserve Requirement is fully satisfied by the provision of cash, obligations, or a substitute Reserve Fund Credit Facility or any combination thereof. In the event a Reserve Fund Credit Facility is delivered to the Trustee, the Trustee shall transfer the money and securities held in the related account of the Debt Service Reserve Fund, to the extent not needed to comply with the Debt Service Reserve Requirement, to the Bond Redemption and Accumulated Surplus Fund. The Trustee is hereby authorized and directed to draw upon or demand payment from any such Reserve Fund Credit Facility in accordance with its terms in the event funds are needed from the Debt Service Reserve Fund in accordance with Section 5.9 hereof. Any amount received from the Reserve Fund Credit Facility shall be deposited directly into the Debt Service and Sinking Fund and such deposit shall constitute the application of amounts in the Debt Service Reserve Fund. If amounts held in an account of the Debt Service Reserve Fund containing a Reserve Fund Credit Facility are less than the related Debt Service Reserve Requirement because the Reserve Fund Credit Facility has been drawn upon and has not been reinstated, the Authority shall transfer from the Revenue Fund, (after the deposits in Section 5.5, if any, and 5.6 hereof, in amounts sufficient to reinstate said Reserve Fund Credit Facility, and the Trustee shall pay such amounts to the Reserve Fund Credit Facility Provider. Upon the reinstatement of the Reserve Fund Credit Facility, said payment shall constitute the replenishment of said account.

SECTION 5.8. Rebate Fund. (a) There is hereby created and established with the Trustee a special fund to be known as the Rebate Fund which shall be used for the deposit of the Rebate Amount, and shall not be subject to the lien of this Resolution.

(b) The Authority covenants to determine the Rebate Amount or cause the same to be determined in the manner provided in Section 148 (f) of the Code, the Treasury Regulations promulgated thereunder and any other rules which may be promulgated thereafter by the Treasury Department or Internal Revenue Service (the "Rules") and to transfer or cause to be transferred to Trustee such determination for purposes of paragraph (c) of this Section 5.8.

(c) Records of each of the determinations required to be made pursuant to Section 5.8 (b) hereof and the Rules shall be retained by the Trustee until a date which is six (6) years after the retirement of the last Bond.

(d) The Trustee shall deposit in the Rebate Fund the Rebate Amount which may be from deposits by the Authority or from available investment earnings on amounts held in the Debt Service Reserve Fund, the Operating Fund or the Bond Redemption and Accumulated Surplus Fund, as directed in writing by the Authority. If the Authority fails to make any payment to the Trustee, the Trustee may, but shall not be required to, transfer money without requisition first from the Construction Fund and then from the Bond Redemption and Accumulated Surplus Fund to the Rebate Fund so that such payment can be made.

(e) If any amount shall remain in the Rebate Fund after the Trustee has made the final payment to the United States in accordance with the Rules, such amount shall be deposited in the Bond Redemption and Accumulated Surplus Fund.

(f) Any money held as a part of the Rebate Fund shall be invested or reinvested by the Trustee, as directed in writing by the Authority, in Investment Securities, subject to the restrictions set forth in the Rules. The Trustee may make any and all such investments through its own investment department. In making investments, the Trustee may rely upon the directions of the Authority as to the investments purchased and shall be and hereby is relieved of all liability with respect to making, holding, redeeming or selling such investments in accordance with the foregoing.

(g) Any and all money held as part of the Rebate Fund shall be considered proceeds of the Bonds for all purposes including, but not limited to, the limitations on investments in Non-purpose Obligations.

(h) The Rebate Amount shall be paid to the United States by the Trustee on behalf of and at the written direction of the Authority in installments as provided in the Rules. Each payment of an installment of the amount required to be paid to the United States shall be paid at the time and in the manner provided in the Rules. The duty of the Trustee to make payments to the United States pursuant to this Section 5.8 (h) and the Rules shall be expressly limited to funds available in the Rebate Fund at the times such payments are required to be made (including all investment earnings on funds theretofore deposited by the Trustee in the Rebate Fund), and any other funds actually provided to the Trustee by the Authority for such payments. The Trustee shall not be under any duty to pay any amounts in excess of the amount available in the Rebate Fund, if any, or actually provided to it by the Authority. The Trustee shall not have any duty to determine the Rebate Amount or expend its own funds with respect to the determination that any amounts are rebatable or the calculation thereof.

SECTION 5.9. Transfer to Revenue Fund. The Trustee shall on the last business day of each Fiscal Year, so long as any Bond is outstanding, transfer to the Revenue Fund (a) any funds remaining in the Debt Service and Sinking Fund not required to pay or provide for the payment of Debt Service Requirements for the Bonds, and (b) any funds remaining in the Debt Service Reserve Fund not required to maintain the Debt Service Reserve Requirement. The Trustee shall also deposit in the Revenue Fund any amounts otherwise directed or required to be transferred thereto pursuant to the terms of the Resolution. The Trustee shall account for deposits into and transfers out of any account or fund on a first-in, first-out accounting basis.

SECTION 5.10. Discontinuation of Funds. In the event that the Authority shall desire to redeem and pay all Outstanding Bonds, and the money in the funds held by the Trustee under this Resolution, or in any one or more of said funds, together with other available money, are sufficient to effect such redemption or payment, including in addition to principal and interest, costs of redemption and proper charges and expenses of the Trustee, said funds or any one or more of them as the case may be, may be discontinued and the money therein applied toward such redemption or payment.

SECTION 5.11. Additional Funds or Accounts. (a) The Authority or the Trustee at the direction of the Authority may create such additional funds or accounts (or additional accounts or sub-accounts within existing funds or accounts) as the Authority deems necessary or desirable, including, without limitation, such funds or accounts relating to Subordinated Indebtedness. Any Supplemental Resolution may provide for additional amounts to be paid into any of the funds or accounts established hereunder and the manner of making payments into and disbursements from such funds or accounts not materially inconsistent with the provisions of this Resolution.

(b) The Authority may create, outside of the Trust Estate, additional funds or accounts funded solely with moneys not subject to the Lien of the Resolution.

ARTICLE VI

SECURITY FOR AND INVESTMENT AND DEPOSIT OF FUNDS.

SECTION 6.1. Deposits and Security Therefor. All money received by the Trustee under this Resolution for deposit in any fund established hereunder shall, except as hereinafter provided, be deposited in interest bearing accounts in the commercial or trust department of the Trustee, until or unless invested or deposited as provided in Section 6.2 hereof. All deposits in the commercial department of the Trustee (whether original deposits under this Section 6.1 or deposits or redeposits in time accounts under Section 6.2 hereof) in excess of the amount covered by insurance by the Federal Deposit Insurance Corporation, shall be secured by a pledge of Government Obligations having an aggregate market value, exclusive of accrued interest, at all times at least equal to the balance so deposited, or secured as required by applicable law. If at any time the commercial or trust department of the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such money with any other depository which is authorized to receive them and is subject to supervision by public authorities. All deposits in any other depository (whether under this Section or Section 6.2 as aforesaid) in excess of the amount covered by insurance by the Federal Deposit Insurance Corporation shall to the extent permitted by law, be secured by a pledge of Government Obligations having an aggregate market value, exclusive of accrued interest, at all times at least equal to the balance so deposited. Such security shall be deposited with a Federal Reserve Bank or with a bank or trust company having a combined capital and surplus of not less than \$50,000,000.

Notwithstanding the foregoing, or anything else to the contrary herein, the proceeds of any payments under a Credit Facility and the proceeds of any remarketing of Bonds pursuant to a Supplemental Resolution shall be held by the Trustee or a Tender Agent, as the case may be, separate and apart from any other funds of the Authority, the Trustee or the Tender Agent and from any other funds held under this Resolution for the exclusive benefit of the parties to be paid

therefrom and may be invested only in Government Obligations maturing coming due by the earlier of thirty (30) days following investment on the date needed for the purposes of this Resolution.

SECTION 6.2. Investment of Funds. (a) The Trustee shall, pursuant to written or oral (promptly confirmed in writing) investment instructions from an Authorized Representative of the Authority, invest and reinvest money held in any fund or account held by the Trustee under this Resolution in Investment Securities. Such instructions may authorize specific transactions with respect to the deposits to be made or the Investment Securities to be purchased and the prices to be paid, and may include general instructions for future reinvestments of cash as and when such obligations are paid or redeemed. The scope of such general instructions shall be satisfactory to the Trustee which may, if it deems it advisable, from time to time require specific instructions or general instructions within defined limits. All investments made pursuant to this Section 6.2 shall mature or be subject to redemption at not less than the principal amount thereof or the cost of acquisition, whichever is lower, and all deposits in time accounts shall be subject to withdrawal, not later than the date when the amounts will foreseeably be needed for purposes of this Resolution.

(b) The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any fund or account and any profit or loss resulting from the sale of any investment shall be added or charged to the fund or account in question, provided, however, that the Trustee shall credit any investment income or loss with respect to any fund or account established hereunder to any other fund or account, as directed in writing by the Authority. Subject to the requirements of Section 5.5 hereof, investment earnings on amounts held in the Debt Service Reserve Fund shall be transferred to the Revenue Fund unless the Authority otherwise directs in writing.

(c) Upon request of the Authority, whenever a payment is to be made out of any fund or account the Trustee shall sell such Investment Securities as may be requested or required to make the payment and restore the proceeds to the fund or account in which the Investment Securities were held. The Trustee shall not be accountable for any depreciation in the value of any such Investment Security or for any loss resulting from the sale thereof.

(d) To the extent permitted by law, the Trustee may commingle any amounts on deposit in the Funds held under this Resolution for the purpose of purchasing Investment Securities. However, the trust shall maintain and keep separate account of such Funds at all times.

SECTION 6.3. Valuation of Funds. To the extent the Trustee holds amounts in any fund or account established under this Resolution, and at the direction of the Authority, the Trustee shall compute the value of the assets of each such fund or account after taking into account any payments required to be made to Bondowners on such dates and any transfers required to be made hereunder. In computing the value of any fund or account, investments and accrued interest thereon shall be deemed a part thereof. Such investments shall be valued at the face value or the current market value thereof, whichever is the lower, or at the redemption price thereof, if then redeemable at the option of the owner, provided, however, that the value of investments with respect to the Debt Service Reserve Fund shall be calculated in accordance with Section 5.5 hereof.

ARTICLE VII

REDEMPTION OF BONDS.

SECTION 7.1. Bonds Subject to Redemption. The Bonds issued or to be issued hereunder shall be subject to redemption at such time or times and from time to time, in such order, at such redemption prices, upon such notice, and upon such terms and conditions as may be expressed in the particular Bond, or, as the case may be, in this Resolution or in the pertinent Supplemental Resolution. In the event of a conflict between this Resolution and a Supplemental Resolution concerning these matters, including, without limitation, notice of any redemption, the Supplemental Resolution shall govern.

SECTION 7.2. Notice of Redemption. Whenever the Authority shall, by Resolution of the Authority, determine to redeem Outstanding Bonds in accordance with the right reserved to do so, the Authority shall give the Trustee not more than ten (10) days' and at least five (5) days' notice of the date fixed for redemption. When Bonds are called for redemption, whether at the option of the Authority or pursuant to mandatory redemption, the Trustee shall cause a notice to be deposited in the United States mail first class, postage prepaid, not more than thirty (30) days and at least ten (10) days prior to the redemption date addressed to the Registered Owners of the Bonds called for redemption, at the addresses appearing in the records kept by the Trustee. Such Notice shall be given in the name of the Authority, shall identify the Bonds to be redeemed by certificate number, CUSIP number, date of issue, interest rate, maturity date and any other identifying information (and in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed and the numbers, including CUSIP numbers if applicable, of the Bonds to be redeemed which may, if appropriate, be expressed in designated blocks of numbers) shall specify the redemption date, the redemption price, and the Trustee's name and address and shall state that on the redemption date the Bonds called for redemption will be payable at the principal corporate trust office of the Trustee and that from the date of redemption interest will cease to accrue provided, however, that the Registered Owners of all Bonds to be redeemed may file written waivers of notice with the Trustee, and if so waived, such Bonds may be redeemed and all rights and liabilities of the Owners shall mature and accrue on the date set for such redemption, without the requirement of written notice. Any defect in or failure to give such notice with respect to any particular Bond or Bonds shall not affect the validity of any such redemption of other Bonds.

In addition, the Trustee shall cause copies of such notice of redemption to be sent by registered mail, certified mail, overnight delivery service or confirmed telecopy (or other similarly secure service acceptable to the Trustee) to one or more national information services that disseminate redemption information.

The Trustee shall send a second copy of said redemption notice by registered or certified mail, postage prepaid, to all registered bond owners that do not present their Bonds for payment within thirty (30) days following the Redemption Date.

If at the time of the notice of redemption the Authority shall not have deposited with the Trustee money sufficient to redeem all the Bonds called for redemption and the Trustee shall not otherwise hold such money for such purpose, such notice may state that it is conditional, that is,

subject to the deposit of the redemption money with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

SECTION 7.3. Payment of Redemption Price. Notice having been given in the manner hereinbefore provided, or written waivers of notice having been filed with the Trustee prior to the date set for redemption, the Bonds so called for redemption shall become due and payable on the redemption date so designated and, if an amount sufficient to pay the redemption price thereof is on deposit with the Trustee for such purpose on such date, interest on such Bonds shall cease to accrue from the redemption date whether or not the Bonds shall be presented for payment. The principal amount of all Bonds or portions thereof so called for redemption, together with the accrued and unpaid interest thereon to the date of redemption shall be paid by the Trustee or the Paying Agent, if any, mentioned in the Bond called for redemption, upon presentation and surrender thereof in negotiable form. If any Outstanding Bond is redeemed in part, the Trustee shall authenticate and deliver to the Registered Owner thereof, a new Bond or Bonds of any authorized denomination as requested by such Registered Owner in an aggregate principal amount equal to the principal amount of the Outstanding Bond not called for redemption.

SECTION 7.4. Destruction of Bonds. All Bonds which shall be paid, purchased or redeemed by the Trustee or Authority pursuant to the terms and provisions of this Resolution, or of any Supplemental Resolution, shall be canceled and destroyed by the Trustee which shall furnish the Authority with its certificates of destruction.

ARTICLE VIII

[RESERVED]

ARTICLE IX

PARTICULAR COVENANTS OF THE AUTHORITY.

SECTION 9.1. Payment of Bonds and Other Indebtedness. The Authority covenants that it will promptly pay from the Trust Estate the Debt Service Requirements for every Bond issued and to be issued hereunder and secured thereby, and all other Indebtedness secured thereby, including without limitation Credit Notes at the place and on the dates and in the manner specified herein and in said Bonds, or therein, according to the true intent and meaning thereof. The Authority further covenants that it will pay as and when due from sources legally available therefor the Debt Service Requirements on all other Indebtedness.

SECTION 9.2. No Impairment of Bondowners' Rights. The Authority covenants and agrees that so long as any of the Bonds secured hereby are Outstanding, none of the Pledged Revenues shall be used for any purpose other than as provided in this Resolution, and that no contract or contracts shall be entered into or amended or any action taken by which the rights or security of the Trustee or of the Bondowners may be impaired or diminished.

SECTION 9.3. Further Action. The Authority covenants that it will, from time to time, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Resolution.

SECTION 9.4. Creation of Liens on Pledged Revenues. Except as provided in Article III hereof and the next ensuing sentence, the Authority shall not incur any Indebtedness which is secured by a pledge of or other Lien on the Secured Obligations and shall not create or cause to be created any Lien on the Pledged Revenues or any other part of the Trust Estate or on any amounts which are held by the Trustee or by any Paying Agent under the terms of this Resolution, other than Permitted Encumbrances or Liens which are expressly made subordinate to the lien of this Resolution.

SECTION 9.5. No Extension of Time for Payment of Interest. In order to prevent any accumulation of claims for interest after maturity, the Authority covenants and agrees that it will not directly or indirectly extend or assent to the extension of time of payment of any claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding such claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, such claim for interest shall not be entitled in case of any default hereunder, to the benefit or security of this Resolution except subject to the prior payment in full of the principal of all Bonds issued and Outstanding hereunder, and of all claims for interest which shall not have been so extended or funded.

SECTION 9.6. Accounts and Periodical Reports and Certificates. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions under this Resolution and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to the inspection of the Trustee or the representative, duly authorized in writing, of the owner or owners of not less than 25% in principal amount of the Bonds then Outstanding.

SECTION 9.7. Authority Budget. The Authority covenants that it will adopt by resolution and file with the Trustee for each Fiscal Year, an Authority Budget or Budgets setting forth the estimated monthly Debt Service Requirements, and other expenses, if any. Any Authority Budget may be amended or supplemented at any time, but such amended or supplemented Authority Budget shall not supersede any prior Authority Budget until it shall have been authorized by a certified resolution of the Authority. The Authority Budget may authorize certain variances for various line items at the discretion of Authority officers, as the Governing Board of the Authority deems prudent, and amounts expended within such authorized variances shall be deemed to be within the amount provided for in the Authority Budget.

SECTION 9.8. Financing Statements. The Authority shall cause financing statements relating to this Resolution to be filed, registered and recorded in such manner and at such places as may be required by law (in the opinion of Bond Counsel) to fully protect the security of the Registered Owners of the Bonds. The Authority shall perform or shall cause to be performed any acts, and execute and cause to be executed any and all further instruments as may be required by law (in the opinion of Bond Counsel) or as shall reasonably be requested by the Trustee for the protection of the interests of the Trustee and the Bondowners, and shall furnish satisfactory

evidence to the Trustee of recording, registering, filing and refiling of such instrument and of every additional instrument which shall be necessary to preserve the Lien and security interest of this Resolution upon the Trust Estate or any part thereof until the principal of and interest on the Bonds secured hereby shall have been paid. The Authority and the Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as the Trustee may be advised by an opinion of Counsel will preserve the lien and security interest of this Resolution upon the Trust Estate or any part thereof until the aforesaid principal and interest shall have been paid.

SECTION 9.9. Federal Tax Covenants. The Authority hereby covenants not to take or omit to take any action so as to cause interest on any Tax-Exempt Bonds to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the requirements of Section 103 and Sections 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, throughout the term of such Tax-Exempt Bonds. The Authority further covenants that it will make no investments or other use of the proceeds of any Tax-Exempt Bonds which would cause such Tax-Exempt Bonds to be “arbitrage bonds” as defined in Section 148 of the Code. The Authority further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148 (f) of the Code and any regulations promulgated thereunder, including the payment of any Rebate Amount, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

SECTION 9.10. Issuance of Obligations. The Authority covenants not to issue any Indebtedness, or other obligations of any type with a maturity maturing on a date, or permit the same to remain outstanding beyond a date, that would cause the term of the Indebtedness to exceed the term allowed by law.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES.

SECTION 10.1. Events of Default Defined. Each of the following shall be an “Event of Default” hereunder:

A. Payment of the principal of any Bond is not made when it becomes due and payable at maturity or upon redemption, or otherwise or if payment of any installment of interest on any Bond is not made when it becomes due and payable; or

B. If the Authority defaults in the due and punctual performance of any other covenant in the Bonds or in this Resolution, and such default continues for thirty (30) days after written notice requiring the same to be remedied shall have been given to the Authority by the Trustee; provided that if any such default cannot be cured within thirty (30) days the period shall be extended for such period as is reasonable to cure the same with due diligence if the Authority commences the cure within thirty (30) days and proceeds diligently; or

C. The occurrence of any Act of Bankruptcy with respect to the Authority; or

D. The failure of timely payment of the purchase price of any tendered Bond required to be paid according to the Supplemental Resolution authorizing such Bond; or

E. Such additional Events of Default as may be set forth in a Supplemental Resolution duly executed in connection with the issuance of any Bonds.

The Trustee shall give written or telephonic (promptly confirmed in writing or by confirmed telecopy) notice of any Event of Default, as herein defined, to the Authority and any Credit Facility Provider as soon as practicable after the occurrence of such Event of Default becomes known to the Trustee.

Notwithstanding the foregoing provisions, Additional Parity Indebtedness in the form of capitalized leases may provide for grace periods of up to twelve (12) months before the occurrence of a default under the lease shall constitute an Event of Default as herein defined hereunder.

SECTION 10.2. Bonds Declared Due and Payable. Upon the happening and continuance of any Event of Default specified in Section 10.1 of this Article, then and in every such case the Trustee may, and upon the written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding shall (but in all events only after giving thirty (30) days' notice in writing to the Authority), declare the principal of all the Bonds Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Resolution to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Resolution, money shall have accumulated in the Debt Service and Sinking Fund sufficient to pay the principal of all Bonds which have matured and which should have been called for redemption from money in the Debt Service and Sinking Fund and all matured Bonds, if any, and all arrears of interest, if any, upon all the Bonds Outstanding (except the principal of any Bonds not then due by their terms except as provided above and the interest accrued on such Bonds since the last interest payment date), and the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee, and all other amounts then payable by the Authority hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Resolution (other than a default in the payment of the principal of such Bonds) then due only because of a declaration under this Section shall have been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds not then due by their terms and then outstanding shall, by written notice to the Authority, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 10.3. Enforcement of Remedies by Trustee. Upon the happening and continuance of any Event of Default specified in Section 10.1 then and in every such case the Trustee may, and upon the written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding hereunder, shall:

(1) By mandamus or other suit, action or proceeding at law or in equity enforce all rights of the Registered Owners, including the right (i) to require the Authority to collect Revenues adequate to carry out any agreement as to, or pledge of, such Revenues, (ii) to demand all moneys and securities then held by the Authority in any Operating Expense and all Revenues be promptly paid to the Trustee for deposit in the Revenue Fund, and (iii) to require the Authority to carry out any other agreements with the Registered Owners of such Bonds and to perform its duties under this Resolution and the Act; and/or

(2) Bring suit upon such Bonds; and/or

(3) By action or suit in equity, require the Authority to account as if it were the trustee of an express trust for the Registered Owners of such Bonds; and/or

(4) Make demand for payment, or draw under, any Credit Facility that may be available for the payment of the Debt Service Requirements of Bonds of any series of Bonds; and/or

(5) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of such Bonds.

The Trustee hereunder shall proceed in accordance with the Act, subject to the provisions of Section 10.1, to protect and enforce its rights and the rights of the Registered Owners under the laws of the State or under this Resolution by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. In the enforcement of any remedy under this Resolution the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming and at any time remaining due from the Authority for principal, interest or otherwise under any of the provisions of this Resolution or of the Bonds and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Registered Owners, and to recover and enforce any judgment or decree against the Authority, but solely as provided herein and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from money in the Debt Service and Sinking Fund, Debt Service Reserve Fund, and Revenue Fund and any other money available for such purpose) in any manner provided by law, the money adjudged or decreed to be payable.

Any suit, action or proceeding by the Trustee on behalf of Registered Owners shall be heard or maintained in a court of competent jurisdiction. The Trustee shall, in addition to the foregoing, have and possess all of the powers necessary or appropriate for the exercise of any functions specifically set forth in the Act or incident to the general representation of Registered Owners in the enforcement and protection of their rights as mandated in Section 1199-hhhh of the Act. All rights of action under this Resolution or under any of the Bonds secured hereby, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or

the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Registered Owners of such Bonds, subject to the provisions of this Resolution.

SECTION 10.4. Effect of Discontinuance of Action. In case any proceeding taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the Authority, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

SECTION 10.5. Control of Proceedings. Anything in this Resolution to the contrary notwithstanding, the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding hereunder shall have the right, subject to the provisions of Section 10.6 of this Resolution, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Resolution.

SECTION 10.6. Restriction on Bondowners' Action. No Registered Owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder or for any other remedy hereunder unless (i) such Registered Owner previously shall have given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted which specifically refers to such event as an "Event of Default", (ii) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name; (iii) there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; (iv) the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared, in every such case at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Resolution or for any other remedy hereunder. It is understood and intended that no one or more Registered Owners of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Resolution, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Registered Owners of such Outstanding Bonds.

Nothing contained in this Article, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of and interest on his Bonds, or the obligation of the Authority to pay the principal of, interest on and premium, if any, on each Bond issued hereunder to the Registered Owners thereof at the time and place expressed in said Bond.

SECTION 10.7. Appointment of Receiver. Upon the happening and continuance of any Event of Default specified in Section 10.1, the Trustee, whether or not the issue of Bonds represented by such Trustee has been declared due and payable, shall be entitled as of right to the appointment of a receiver of any part or parts of the properties the Revenues of which are pledged for the security of the Bonds of such issue and such receiver may enter and take possession of such part or parts of the properties and, subject to any pledge or agreement with Bondowners, shall take possession of all money and other property derived from such part or parts of the properties and proceed with any construction thereon or the acquisition of any property, real or personal, in connection therewith which the Authority is under obligation to do, and to operate, maintain and reconstruct such part or parts of the properties and collect and receive all Revenues thereafter arising therefrom subject to any pledge thereof or agreement with Bondowners relating thereto and perform the public duties and carry out the agreements and obligations of the Authority under the direction of the court. In any suit, action or proceeding by the Trustee the fees, counsel fees and expenses of the Trustee and of the receiver, if any, shall constitute taxable disbursements and all costs and disbursements allowed by the court shall be a first charge on any Revenues from the properties.

SECTION 10.8. Extension of Maturity of Bonds. In case the maturity of any of the Bonds or the time for payment of any installments of interest shall be extended by mutual agreement between the Authority and the Registered Owner of any such Bonds, such Bonds or claims for interest shall not be entitled in case of any default hereunder to the benefit of this Resolution or to any payment out of any assets of the Authority or the funds (except funds held in trust by the Trustee for the payment of particular Bonds or claims for interest pursuant to this Resolution) held by the Trustee, subject to the prior payment of the principal of all Bonds issued and outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

SECTION 10.9. Modifications with Respect to Credit Facilities Pursuant to Supplemental Resolutions. If so specified in the Supplemental Resolution relating to a particular series of Bonds, any action that may be taken by and any consent that must be received from the Registered Owners of all or some lesser percentage of the Bonds Outstanding of such series of Bonds under Article X of this Resolution shall instead and in lieu thereof be taken by or received from the Credit Facility Provider of a Credit Facility under which Debt Service Requirements for Bonds of such series of Bonds are payable if and when there does not exist a Credit Facility Default with respect to such Credit Facility. If any such action or consent requires a vote by the Registered Owners of the Bonds of such series of Bonds because there are then Outstanding hereunder Bonds of more than one series of Bonds, the Supplemental Resolution may also specify that the Credit Facility Provider shall have the right to vote hereunder with respect to the action or consent fully as if it were the Registered Owner of all of the Bonds of the series of Bonds unless there shall then exist a Credit Facility Default with respect to the Credit Facility.

SECTION 10.10. Priority of Payments After Default. Notwithstanding any other provisions of this Resolution other than those contained in this Section 10.10, in the event that, subsequent to the occurrence of an Event of Default, the funds held by the Trustee shall be insufficient for the payment of interest and principal then due on the Bonds, such funds (other than funds held for the payment or redemption of particular Bonds or installments of interest which have theretofore become due at maturity or otherwise) and any other money received or collected

by the Trustee, after making provision for the payment of any expenses necessary in its opinion to preserve the continuity of the Revenues or to provide for the continued operation of the System or otherwise to protect the interests of the Registered Owners of the Bonds, and for the payment of the charges, expenses (including those of its counsel) and liabilities incurred and advances made by the Trustee in the performance of its duties hereunder, shall be applied as follows:

(a) If the principal of all of the Bonds shall not have become or have been declared due and payable,

First: To the payment to the persons entitled thereto all installments of interest then due on Bonds (with interest on overdue installments of interest then due on such Bonds, to the extent permitted by law, at the rate per annum borne by such Bonds) in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference, except as to the difference, if any, in the respective rates of interest specified in the Bonds; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due (with interest on such Bonds at their rate from the respective dates upon which they became due) whether at maturity or by call for redemption, in the order of their due dates and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, together with such interest, then to the payment ratably, according to the amounts of principal and interest due on such dates, to the persons entitled thereto, without any discrimination or preference except as to the difference, if any, in the respective rates of interest on the Bonds.

(b) If the principal of all the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds with interest on overdue interest and principal as provided above, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due, respectively, for any principal and interest, to the persons entitled thereto without any discrimination or preference, except as to the difference, if any, in the respective rates of interest specified in the Bonds.

(c) Payments of debt service on any Subordinated Indebtedness shall be made in accordance with the provisions of the Supplemental Resolution authorizing the issuance of such Subordinated Indebtedness.

Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the earliest practicable date it deems suitable and which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be

paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date, and shall not be required to make payment to the Owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

The Trustee may, in its sole discretion, hire one or more consultants experienced in the operation of water supply, transmission and distribution facilities for the purpose of determining what expenses are necessary to preserve the continuity of the Revenues or to provide for the continued operation of the System. The fees and expenses of any such consultant shall be considered expenses incurred by the Trustee in the performance of its duties for purposes of this Resolution. Subject to Section 11.7 hereof, the Trustee may conclusively rely on any determination made by such consultant.

Notwithstanding anything to the contrary in this Section 11.10, the proceeds of any Credit Facility that are intended to pay the Debt Service Requirements of a particular series of Bonds shall be applied exclusively to the payment of such Debt Service Requirements and for no other purpose. Until the Credit Facility Provider shall have been reimbursed through this Resolution for the payment of such Debt Service Requirements, the Debt Service Requirements shall not be deemed to have been discharged hereunder. Furthermore, in the event that the Credit Facility Provider of any such Credit Facility shall have paid all Debt Service Requirements of the applicable series of Bonds as and when due, such Credit Facility Provider shall be surrogated to the Registered Owners of the Bonds of such series of Bonds with respect to all rights such Registered Owners may have under this Resolution, including without limitation the rights to payment under this Section 11.10.

ARTICLE XI

CONCERNING THE TRUSTEE.

SECTION 11.1. Acceptance of Trust; Abrogation of Right to Appoint Trustee. The Trustee accepts and agrees to execute the trust hereby created, but only upon the terms set forth in this Resolution, to all of which the parties hereto and the respective owners of the Bonds agree. The Trustee shall perform only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Trustee. The right of the owners of Bonds to appoint a trustee under the Act is hereby abrogated as permitted by the Act.

SECTION 11.2. No Responsibility for Recitals. The recitals, statements and representations contained in the Resolution or in the Bonds, save only the Trustee's authentication upon the Bonds, shall be taken and construed as made by and on the part of the Authority, and not by the Trustee, and the Trustee assumes and shall be under no responsibility or obligation for the correctness of same.

SECTION 11.3. Power to Act Through Agents; Liability Limited. The Trustee may execute any of the trusts or powers hereof and perform the duties required by it, by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and its duty hereunder, and the Trustee shall not be answerable for the

default or misconduct of any such attorney, agent, or employees selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Resolution or under any Supplemental Resolution, nor for anything whatever in connection with the trust, except only its own misconduct or negligence.

SECTION 11.4. Compensation. The Authority shall pay to the Trustee reasonable compensation for all services rendered by it hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee hereunder, all as may be mutually agreed to in writing between the Authority and the Trustee including any liability or loss except as such may result from the Trustee's willful misconduct or gross negligence. If any Event of Default shall have occurred and be continuing, the Trustee may, upon the failure by the Authority to pay any such compensation, deduct the same from any money coming into its hands (excluding the proceeds of any Credit Facility or of the remarketing of any Bonds) and shall be entitled to a preference in payment over any of the Outstanding Bonds hereunder (except from any such excluded proceeds). The Authority shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to the Trustee's willful misconduct or gross negligence.

SECTION 11.5. No Duty to Effect or Renew Insurance. The Trustee shall be under no duty to effect or to renew any policies of insurance, nor shall the Trustee incur any liability for the failure of the Authority to effect or renew insurance or to report claims thereunder, or be subject to any liability with respect to losses suffered from the investment of any funds on deposit with it under this Resolution, except for the safekeeping of the securities in which said funds are invested and the collection of interest thereon.

SECTION 11.6. Notice of Default; Right to Investigate. The Trustee shall, within ninety (90) days after the occurrence thereof, give written notice by first class mail to Registered Owners of Bonds of all Events of Default known to the Trustee to have occurred and be continuing. The Trustee shall not be deemed to have notice of any default under paragraph D or E of Section 10.1 unless notified in writing of such default by a Credit Facility Provider or the Registered Owners of at least 25% in principal amount of the Bonds then Outstanding, which notice shall specifically refer to such event as an "Event of Default". The Trustee may, however, at any time that it has reasonable cause to question the same, require of the Authority full information as to the performance of any covenant hereunder; and, if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Authority, an investigation into the affairs of the Authority related to this Resolution and the properties covered thereby.

SECTION 11.7. Obligation to Act on Defaults. If any Event of Default of which the Trustee is deemed to have knowledge according to Section 10.1 hereof shall have occurred and be continuing, the Trustee shall exercise such of the rights and remedies vested in it by this Resolution and shall use the same degree of care in their exercise as a prudent man would exercise or use in the circumstances in the conduct of his own affairs; provided that, if in the opinion of the Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

SECTION 11.8. Records. The Trustee will keep proper books of record of all transactions relating to the receipts, disbursements, allocations and applications of all funds

accruing to the Trustee hereunder, and such books shall be available for inspection by the Authority or any Bondowner at reasonable hours and under reasonable conditions. Other than its duty to enforce the terms of the Resolution, the Trustee shall have no responsibility for the nonperformance of any covenant or agreement by the Authority under any such instrument, nor any duty to see to the application of insurance or condemnation proceeds.

SECTION 11.9. Reliance on Requisitions, etc. The Trustee may conclusively rely and act on any requisition, resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper Persons or to have been prepared and furnished pursuant to any of the provisions of the Resolution; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.10. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondowners may be entitled to take with like effect as if the Trustee were not a party to this Resolution. The Trustee may also engage in or be interested in any financial or other transaction with the Authority; provided that if the Trustee determines that any such relation is in conflict with its duties under this Resolution it shall eliminate the conflict or resign as Trustee.

SECTION 11.11. Advances to Cure Defaults. If the Authority shall fail to perform any of the covenants or agreements contained in this Resolution, the Trustee may, in its uncontrolled discretion and without notice to the Bondowners, at any time and from time to time, make advances to effect performance of the same on behalf of the Authority, but the Trustee shall be under no obligation so to do; and any and all money paid or advanced by the Trustee for any such purpose, together with interest thereon at the rate equal to the Prime Rate plus two percent (2%) per annum, shall be repaid by the Authority immediately upon demand therefor, and until such payment by the Authority shall be a lien in favor of the Trustee upon the Revenues on a parity with the lien of the Bonds; but no such advance shall operate to relieve the Authority from any default hereunder.

SECTION 11.12. Construction of Resolution. The Trustee may construe any of the provisions of this Resolution insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof; and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Bondowners.

SECTION 11.13. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by the Resolution by written resignation filed with the Chairperson of the authority not less than sixty (60) days before the date when it is stated to take effect; provided notice of such resignation is given to the Bondowners in the same manner as notice of redemption. Such resignation shall take effect on the day specified therein unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor, and unless no successor has been appointed as of the day specified therein, in which event the resignation shall not take effect until the successor is in fact appointed. Simultaneously with the effectiveness of the appointment of a successor Trustee, the former Trustee shall transfer to the successor Trustee any existing Credit Facility then in favor of the former Trustee.

SECTION 11.14. Removal of Trustee. Any Trustee hereunder may be removed at any time upon thirty (30) days' written notice to the Trustee and, with regard to clause (i) hereof, to the Authority by an instrument appointing a successor to the Trustee so removed, executed by either (i) the Registered Owners of a majority in principal amount of the Bonds then Outstanding or (ii) so long as no Event of Default has occurred and is continuing, by an Authorized Representative of the Authority. Such Trustee shall continue to act as Trustee hereunder until the successor is in fact appointed. Simultaneously with the effectiveness of the appointment of a successor Trustee, the former Trustee shall transfer to the successor Trustee any existing Credit Facility then in favor of the former Trustee.

SECTION 11.15. Appointment of Successor Trustee. In case at any time the Trustee, or any Trustee hereinafter appointed, shall resign, or shall be removed, or be dissolved, or its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, a vacancy shall forthwith and ipso facto exist in the office of Trustee and a successor may be appointed, (i) so long as no Event of Default has occurred and is continuing, by the Authority by an instrument authorized by resolution of the Governing Board of the Authority and signed by an Authorized Representative of the Authority or (ii) if an Event of Default has occurred and is continuing, by the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing filed with the Chairperson of the Authority, signed by such Bondowners or by their attorneys in fact duly authorized. Copies of each instrument shall be promptly delivered by the Authority to the predecessor Trustee and to the Trustee so appointed.

Until a successor Trustee shall be appointed by the Bondowners as herein authorized, the Authority, by an instrument authorized by resolution of its Governing Board, may appoint a Trustee to fill such vacancy. After any appointment by the Authority, it shall deposit written notice of such appointment in the United States mail, first-class, postage prepaid, addressed to each Registered Owner of Bonds at the addresses appearing upon the Bond register. Any new Trustee so appointed by the Authority shall immediately and without further act be superseded by a Trustee appointed by the Bondowners in the manner above provided. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the retiring Trustee or any Bondowner may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

SECTION 11.16. Qualification of Successor Trustee. Every successor in the trust appointed in pursuance of the provisions of this Article XI shall be any trust company or a state or national bank with trust powers, within or without the State, having capital and paid in surplus of at least \$50,000,000, if there be such a trust company or bank willing and able to accept the trust on reasonable and customary terms.

SECTION 11.17. Instruments of Succession. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, property, rights, powers, trusts, duties and obligations

of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, the Trustee ceasing to act and the Authority shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of the Trustee so ceasing to act; and the Trustee so ceasing to act shall pay over to the successor Trustee all money at the time held by it hereunder.

SECTION 11.18. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Resolution, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE XII

EVIDENCE OF RIGHTS OF BONDOWNERS.

SECTION 12.1. Proof from Registered Owners. Any request, consent or other instrument required by this Resolution to be signed and executed by Bondowners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bondowners in person or by agent duly appointed by an instrument in writing. Proof of the execution of any such request, consent or other instrument or writing appointing any such agent shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Article.

SECTION 12.2. Proof of Writing. The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of such person's authority.

SECTION 12.3. Proof of Bonds Held. The ownership of Bonds shall be proved by the registration books of such Bonds kept by the Trustee.

Any request, consent, vote, other instrument or action, required by this Resolution of the Registered Owner of any Bond shall bind every future Registered Owner of the same Bond and the Registered Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority pursuant to such request, consent or vote, whether or not notation thereof be made on any Bond issued hereunder.

SECTION 12.4. Presumptions. In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds shall have concurred in any demand, request, direction, consent or waiver under this Resolution, Bonds which are owned by the Authority or by any person directly or indirectly controlling or controlled by or under common control with the Authority shall be disregarded and deemed not to be Outstanding. For the purposes of determining

whether the Trustee shall be protected in relying on such demand, request, direction, consent or waiver, only Bonds which the Trustee actually knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purpose of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the Authority. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of Counsel shall be full protection to the Trustee.

ARTICLE XIII

SUPPLEMENTAL RESOLUTIONS.

SECTION 13.1. Supplemental Resolutions Without Bondowners' Consent. The Authority and the Trustee from time to time, and at any time, subject to the conditions and restrictions of this Resolution may enter into Resolutions supplemental hereto, which Resolutions thereafter shall form a part hereof, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority under this Resolution or to surrender any right or power herein reserved or conferred upon the Authority and which shall not adversely affect the interests of the Registered Owners of the Bonds;

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained in this Resolution, or in regard to matters or questions arising under this Resolution, or to include provisions relating to the administration of any Credit Facility or the funds and accounts established hereunder or under any Supplemental Resolution, as the Authority and the Trustee may deem necessary or desirable and which shall not adversely affect the interests of the Registered Owners of the Bonds, or for other purposes as the Authority and the Trustee may deem desirable but only if and to the extent that such Supplemental Resolution does not in any manner adversely affect or impair the rights of the Bondowners under this Resolution;

(c) to subject, describe or redescribe any property subjected or to be subjected to the lien of this Resolution;

(d) to provide for the issuance of the 2008 Notes or Additional Indebtedness (or any amendment, modification, replacement, reissuance or refunding of the 2008 Notes or Additional Indebtedness) pursuant to Article III hereof or the issuance of a Credit Facility;

(e) to modify, amend or supplement this Resolution or any Resolution supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and if they so determine, to add to this Resolution or any Resolution supplemental hereto such other terms, conditions and provision as may be required by said Trust Indenture Act of 1939, as amended, or similar Federal statute; provided, however, that no such modification shall adversely affect or impair the rights of the Bondowners or permit the creation of any lien prior to or on a parity with the lien of the Resolution (except as herein expressly permitted) or deprive the Bondowners of the lien created by the Resolution;

(f) to modify, amend or supplement the Resolution in such manner as may be necessary to obtain or maintain from the Rating Agencies a securities rating on the 2008 Notes or any Additional Indebtedness; and

(g) to make any other change to this Resolution that affects one or more particular series of Bonds if notice by registered or certified mail, return receipt requested, of such change, including a copy of the proposed Supplemental Resolution, is given to each Owner of a Bond of such series at least thirty (30) days prior to the effective date of the Supplemental Resolution and if each such Owner shall have had at least one opportunity to require the purchase of such Bond pursuant to the terms of the Supplemental Resolution under which the particular Bonds were issued during a period beginning thirty (30) days after the giving of such notice and ending on the effective date of the Supplemental Resolution.

Any Supplemental Resolution authorized by the provisions of this Section may be executed by the Authority and the Trustee without the consent of the Registered Owners of any of the Bonds at the time Outstanding, but the Trustee shall not be obligated to enter into any such Supplemental Resolutions which affect the Trustee's rights, duties or immunities under this Resolution or otherwise.

SECTION 13.2. Supplemental Resolutions with Bondowners' Consent. With the consent of the Registered Owners of a majority in aggregate principal amount of Bonds as of the relevant Record Date, the Authority and the Trustee, may from time to time and at any time enter into an Resolution or Resolutions supplemental hereto for the purpose of adding any provisions or changing in any manner or eliminating any of the provisions of this Resolution or of any Supplemental Resolution; provided, however, that no such supplemental Resolution shall (a) extend the fixed maturity of the Bonds or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected or (b) reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such Supplemental Resolution. Upon receipt by the Trustee of certified resolutions authorizing the execution of any such Supplemental Resolutions, and upon the filing with the Trustee of evidence of the consent of Bondowners, as aforesaid, the Trustee shall join with the Authority in the execution of such Supplemental Resolution unless such Supplemental Resolution will affect the Trustee's own rights, duties and immunities under this Resolution or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Resolution.

The Authority shall in its sole discretion select a Record Date in connection with obtaining the consent of Registered Owners to supplemental Resolutions. Only Registered Owners as of the close of business on said Record Date shall be entitled to consent to any such supplemental Resolution. Any such consent shall be irrevocable and binding on all subsequent transferees, whether or not such supplemental Resolution has been executed or approved by the requisite number of Registered Owners at the time of any such consent or subsequent transfer. For the purpose of determining consents, any Bond in a denomination other than the minimum Authorized Denomination for that series shall be treated as representing such number of separate Bonds of that series as is obtained by dividing the actual principal amount of such Bond by the minimum Authorized Denomination of that series. The Registered Owner of more than one Bond shall be

entitled to consent or disapprove of any supplemental Resolution as owner of any Bond independent of the consent or disapproval given as owner of any other Bonds.

It shall not be necessary for the consent of the Bondowners under this Section to approve the particular form of any proposed supplemental Resolution, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 13.3. Effect of Supplemental Resolutions. Upon the execution of any Supplemental Resolution pursuant to the provisions of this Article XIII, this Resolution shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Resolution of the Authority, the Trustee and all Registered Owners of Bonds Outstanding thereunder shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Resolution shall be and be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

SECTION 13.4. Opinion of Counsel as to Supplemental Resolution; Reliance on Counsel. Before the Trustee shall enter into any supplemental Resolution pursuant to Section 13.1, there shall have been delivered to the Trustee an opinion of Counsel to the effect that such supplemental Resolution (i) is authorized under this Resolution and complies with the requirements of this Article, (ii) will, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms, and (iii) will not affect the exclusion from gross income of the interest on any Tax-Exempt Bonds for federal income tax purposes. The Trustee may conclusively rely upon such an opinion of Counsel.

SECTION 13.5. Voting Rights of Credit Facility Provider. As long as the Credit Facility Provider has not failed to comply with its payment obligations under the Credit Agreement, the Credit Facility Provider shall have all rights and privileges of the Owners of the Credit Facility Bonds to exercise rights of approval, consent, discretionary waiver and make all requests on behalf of and in place of such Owners. For purposes of computing applicable percentages of Bondowners under this Resolution, actions taken by such Credit Facility Provider shall be treated as action taken by the Owner of such Credit Facility Bonds.

In addition to the foregoing, the Authority may provide that a Credit Facility Provider (not in default under its payment obligations under a Credit Agreement) shall have rights (i) to consent to amendments or supplements to this Resolution in addition to, in lieu of or separate from the rights of the Owners of the Bonds to such consent and (ii) to direct remedies upon the happening and continuance of an Event of Default in addition to, in lieu of or separate from the rights of the Owners of the Bonds.

ARTICLE XIV

DEFEASANCE.

SECTION 14.1. Defeasance. Subject to provisions of a Supplemental Resolution that may modify this Section 14.1 insofar as it governs the Bonds authorized by such Supplemental Resolution, if the Authority shall pay or cause to be paid, in accordance with the provisions of this

Resolution, to the Registered Owners of any Bond, the principal and interest and premium, if any, to become due thereon, at the times and in the manner stipulated therein and in the Resolution, then the pledge of the Trust Estate and any other money and securities hereby pledged and all other rights granted hereby shall be discharged and satisfied with respect to such Bond. In the event the Authority so provides for all Outstanding Bonds issued under this Resolution, the Trustee shall, upon the request of the Authority, execute and deliver to the Authority, all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver, first to each Credit Facility Provider to the extent of any unreimbursed Payment Obligations, and then to the Authority, all money or securities held by it pursuant to the Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Notwithstanding the release and discharge of the Lien of this Resolution as provided above, those provisions of this Resolution and any applicable Supplemental Resolution relating to the maturity of the Bonds, interest payments and dates thereof, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and the duties of the Trustee, Tender Agent and Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee, Tender Agent, Remarketing Agent, Issuer and the Bondowners.

Any Bond for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Trustee (through deposit of funds for such payment or redemption or otherwise) whether at or prior to the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the first sentence of this Section. Subject to provisions of a Supplemental Resolution that may modify this Section 14.1 insofar as it governs the Bonds authorized by such Supplemental Resolution, any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first sentence of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Bonds on said date as provided herein, (ii) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or noncallable Investment Securities of the type listed in subparagraphs (a), (b), or (n) of the definition of Investment Securities, the principal of and the interest on which when due will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal, premium, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) if said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days and such Bonds are to be redeemed the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to give notice to the Registered Owners of such Bonds that the deposit required by (ii) above has been made in accordance with this Section and stating such maturity or redemption date upon which money is to be available for the payment of the principal and premium, if applicable, on said Bonds. Neither Investment Securities or money deposited with the Trustee pursuant to this Section, nor principal or interest payable on any such Investment Securities, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or premium, if applicable, and interest on said Bonds; provided that any cash received from such

principal or interest payments on such Investment Securities deposited with the Trustee, if not then needed for such purpose, shall, at the written direction of the Authority and to the extent practicable, be reinvested in Investment Securities of the type hereinbefore described in this paragraph maturing at times and in amounts sufficient, together with other money available for the purpose, to pay when due the principal, premium, if applicable, and interest to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien or pledge, provided, further that any Investment Securities may be sold, transferred, redeemed or otherwise disposed of, and the proceeds thereof applied to the purchase of other Investment Securities of the type permitted for this purpose, the principal of and interest on which, when due, together with money and other Investment Securities then held by the Trustee for such purpose shall be sufficient to pay when due the principal, premium, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be.

Anything in the Resolution to the contrary notwithstanding and except as the escheat laws of the State may otherwise provide, any money held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for four years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such money were held by the Trustee at such date, or for four years after the date of deposit of such money if deposited with the Trustee after the said date when all of the Bonds become due and payable, shall, at the written request of the Authority, be repaid by the Trustee to the Authority, as its or their absolute property and free from trust, and the Trustee shall thereupon be released and discharged; provided, however, that before being required to make any such payment, the Trustee shall, at the expense of the Authority, cause to be published once in an Authorized Newspaper, notice that said money remains unclaimed and that, after a date named in said notice, which date shall be not less than ten (10) nor more than twenty (20) days after the date of first publication of such notice, the balance of such money then unclaimed will be returned to the Authority as provided above.

SECTION 14.2. Surplus Funds. Any surplus money held by the Trustee after all obligations arising under the Bonds and this Resolution have been paid or otherwise provided for as provided under the Resolution shall be transferred to the Authority.

ARTICLE XV

MISCELLANEOUS PROVISIONS.

SECTION 15.1. Benefit of Covenants. All the covenants, stipulations, promises and agreements in this Resolution contained by or on behalf of the Authority shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 15.2. No Further Beneficiaries. Nothing expressed or implied in this Resolution or in the Bonds is intended or shall be construed to give to any person other than the parties hereto, any Credit Facility Providers, and the Registered Owners of the Bonds issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Resolution or any covenants, conditions or provisions therein or herein contained.

SECTION 15.3. Waiver of Notice. Whenever in this Resolution the giving of notice by mail or otherwise shall be required, the giving of such notice may be waived in writing by all Persons entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 15.4. Severability. In case any one or more of the provisions contained in this Resolution or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Resolution or the Bonds, but this Resolution or the Bonds shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 15.5. Substitute Notice. If for any reason it shall be impossible to make publication of any notice required hereby in an Authorized Newspaper, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.6. Notices. Except as otherwise provided herein, all notices, demands, requests, consents, certificates, directions, elections and waivers pursuant to any provision of this Resolution shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or alternatively, by hand delivery, addressed to the Authority as follows:

Livingston County Water and Sewer Authority
1997 D'Angelo Drive, Lakeville, New York 14480
Attention: Chairperson

and to the Trustee as follows:

Manufacturers and Traders Trust Company
One M&T Plaza
Buffalo, New York 14203
Attention: Corporate Trust and Agency Division

or to such other address as the party to receive the communication may hereafter designate by written notice to all other Persons listed above. Copies of all notices shall be sent to the Trustee at its address above. All notices shall be deemed to have been given hereunder on the day following mailing thereof in accordance with the requirements of this Section, except for telephonic notice pursuant to specific provisions hereof authorizing such notice or notice by hand delivery, which shall be deemed given immediately.

SECTION 15.7. Successors and Assigns. All the covenants, promises and agreements contained in this Resolution by or on behalf of the Authority, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.8. Headings for Convenience Only. The descriptive headings herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.9. Counterparts. This Resolution may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 15.10. Payments on Weekends, Holiday. Whenever the date fixed for the payment of the principal or redemption price of or the interest on any Bonds falls on any date that is not a Business Day, then the payment of principal, redemption price or interest need not be made on such date, but may be made on the next-succeeding Business Day with the same force and effect as if made on the date fixed, and no interest shall accrue on such payment to the date payment is made.

SECTION 15.11. No Personal Liability. No recourse under or upon any obligation, covenant or agreement contained in this Resolution or in any Bond hereby secured, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of this Resolution, shall be had against any member, officer or employee, as such, past, present or future, of the Authority for the payment for or to the Authority or any receiver thereof, or for or to the Registered Owners of any Bonds issued hereunder or otherwise, of any sum that may be due and unpaid by the Authority upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer or employee of the Authority as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Registered Owner of any Bond issued thereunder or otherwise, of any sum that may remain due and unpaid upon the Bonds and hereby secured or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Resolution and the issuance of such Bond.

SECTION 15.12. No Indebtedness Created. Neither the State, County nor any other municipality or public corporation shall be liable for the payment of the principal of or interest on any of the Bonds issued hereunder, or for the performance of any pledge, mortgage, obligation or agreement or indebtedness of the Authority, and none of the Bonds of the Authority issued hereunder shall be construed to constitute an indebtedness of said State, County or any other municipality or public corporation.

SECTION 15.13. Agreement of the State. There is hereby incorporated in this Resolution by this reference, fully as if set forth herein at length, the agreement of the State with the Registered Owners of Bonds and the owners of any Additional Indebtedness set forth in Section 1199-III of the Act.

SECTION 15.14. Governing Law. This Resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State without reference to conflict of law provisions.

SECTION 15.15. Consents. Whenever the consent of any Person is required pursuant to the terms of this Resolution, the same shall not be unreasonably withheld.

SECTION 15.16. Construction of Delivery by Trustee or Tender Agent. Any reference herein to delivery of Bonds by the Trustee or the Tender Agent shall be understood to mean only that the Trustee or the Tender Agent, as the case may be, shall make the Bond or Bonds available for pick-up during normal business hours at its principal corporate trust office in Buffalo, New York.

SECTION 15.17. Action by Authority or Credit Facility Provider. Except as otherwise expressly stated herein, any action to be taken hereunder or under any Supplemental Resolution by the Authority or Credit Facility Provider may be taken by an Authorized Representative thereof.

IN WITNESS WHEREOF, LIVINGSTON COUNTY WATER AND SEWER AUTHORITY has caused this Resolution to be executed by its Chairperson and its corporate seal to be hereunto affixed, attested by its Secretary, and MANUFACTURERS AND TRADERS TRUST COMPANY has caused this Resolution to be executed by one of its authorized officers, all as of the day and year first above written.

(SEAL)

LIVINGSTON COUNTY WATER AND
SEWER AUTHORITY

Attest: _____
Secretary

By _____
Chairperson

MANUFACTURERS AND TRADERS
TRUST COMPANY

By _____

STATE OF NEW YORK :
 :
COUNTY OF LIVINGSTON : SS.

On this _____ day of _____, 2008, personally appeared before me _____, personally known to me and known by me to be the person who executed the foregoing instrument in the name and on behalf of the Livingston County Water and Sewer Authority, who, being by me duly sworn, did depose and say that he is the _____ of said Authority, that the said Authority is the body corporate and politic described in and that executed the said instrument, and acknowledged said instrument so executed to be his voluntary act and the voluntary act and deed of said Authority, and stated on oath that said instrument was so signed by him and sealed and attested by _____, Secretary of said Authority, and delivered on behalf of said Authority and at its direction, and that the seal affixed to said instrument is the official seal of said Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year aforesaid.

Notary Public

(Notarial Seal)

My Commission Expires:

STATE OF NEW YORK :
 : SS.
COUNTY OF :

On this _____ day of _____, 2008, personally appeared before me _____, personally known to me and known by me to be the person who executed the foregoing instrument in the name and on behalf of Manufacturers and Traders Trust Company, who, being by me duly sworn, did depose and say that he is the _____ of said Trustee, that the said Trustee is the body corporate and politic described in and that executed the said instrument, and acknowledged said instrument so executed to be his voluntary act and the voluntary act and deed of said Trustee, and stated on oath that said instrument was so signed by him and sealed and attested by _____, Vice President of said Trustee, and delivered on behalf of said Trustee and at its direction, and that the seal affixed to said instrument is the official seal of said Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year aforesaid.

Notary Public

SRF Credit Policy - Authority Local Debt Service Reserves

The Corporation has a fiduciary obligation to assess the creditworthiness of each entity to whom it extends credit and to monitor each entity's creditworthiness throughout the term of the financing. For the purpose of preserving the corpus of the State Revolving Funds to meet current and future project funding needs, the following policy will determine sizing of Local Debt Service Reserves ("LDSR") for Authorities receiving financings from EFC.

Authority Indenture Requirements

An Authority must create a financing indenture or similar document to identify the framework and requirements needed to issue debt. Most indentures require a LDSR that ensures full and timely payments to bond holders for a designated period. A LDSR can be funded with either proceeds of the issuance (long-term leveraged only), an equity contribution, a Surety Bond or a Standby Letter of Credit ("LOC"). See below for Surety Bond and LOC requirements.

Typically, LDSR are sized at the lesser of the following:

- 10% of the par value of the bonds; or
- 125% of Average Annual Debt Service; or
- Maximum Annual Debt Service.

In recent years, Authorities have begun to remove the LDSR requirement from their indentures. With these Authorities, EFC will still require a LDSR to be funded, as provided above, for any Authority seeking SRF Leveraged Financing. Any Authority seeking a Long-Term Direct Financing and is rated by at least one nationally recognized rating agency with a rating less than AA-/Aa3 will also be required to fund an LDSR.

For an Authority seeking a Long-Term Direct Financing, EFC may, in its sole discretion, waive the local LDSR requirement should an Authority maintain a rating by at least one nationally recognized rating agency of AA-/Aa3 or above. If an Authority is rated AA-/Aa3 or above and is subsequently downgraded at any time during the term of the financing, the Authority may be required to fund the LDSR to match the requirements outlined above. In the event, an Authority rated AA-/Aa3 or above is downgraded during the term of the financing, to the single-A category or lower, such Authority shall notify the Corporation within ten (10) days and will be required to fund the LDSR within ninety (90) days of the effective date of the downgrade. These provisions will be incorporated into the Project Financing Agreement with EFC.

In certain cases, if an Authority is rated by a nationally recognized rating agency at BBB- (S&P and Fitch) or Baa3 (Moody's) or lower, EFC may, in its sole discretion, require the Authority to increase its LDSR above the thresholds set forth above to mitigate the additional credit risk.

Requirements for a Surety Bond or LOC

A Surety Bond must be obtained from a nationally recognized Bond Insurer with a credit rating of A-/A3 or above.

Similarly, a LOC must be obtained from a bank rated A-/A3 or better. If the Authority has a banking relationship with a bank that does not satisfy the rating requirement, the relationship bank may 'wrap' its LOC with one from a bank that does satisfy the rating requirement.

The Surety Bond/LOC ("SB/LOC") amount must be for the full LDSR requirement as described above and effective through final payment.

The SB/LOC term may be for a period less than the financing term, provided that it contains an evergreen provision that provides for automatic, or periodic, extension of the term and assigns a right to EFC on behalf of the SB/LOC beneficiary (the SRF) to draw the full value if a notice of termination is issued by the SB/LOC provider. The money drawn at termination, prior to the final maturity/payment of the bonds, will be used to fund the LDSR.

Any notice of termination of the SB/LOC must be delivered by Registered Mail to EFC and provide at least sixty (60) days' notice prior to such termination.

Any Authority choosing a SB/LOC to fund its LDSR requirement for securing an SRF financing shall obtain a SB/LOC Commitment Letter from a provider that satisfies EFC's rating requirements and such Commitment Letter shall be submitted to EFC before a closing date can be set. The Commitment Letter should explicitly state terms detailed above. The SB/LOC must be executed on or before the date on which the SRF financing closing is effective.

If any SB/LOC Commitment letter is withdrawn prior to closing, the closing will be postponed. The applicant shall resubmit a new Commitment Letter for review.

The initial SB/LOC expense is an SRF-eligible cost, but renewal fees are not an eligible cost.

EFC reserves the right to modify LDSRF requirements and to require modifications to any proposed SB/LOC presented as security for an SRF financing.



RESOLUTION NO. 2025 - 42

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER
INFRASTRUCTURE IMPROVEMENTS AND POTABLE WATER SUPPLY
BETWEEN THE NEW YORK STATE OFFICE OF PARKS AND RECREATION
AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") currently operates the Letchworth State Park ("Letchworth") located in the Towns of Mt. Morris and Leicester in the County of Livingston, State of New York and Town of Castle in the County of Wyoming, State of New York; and

WHEREAS, on or around June 24, 2021, OPRHP was subject to an Administrative Order on Consent (PWS ID. No. NY2511826, Docket No. SDWA-02-2021-8012) (the "Order") with the United States Environmental Protection Agency (the "EPA") establishing a schedule for Letchworth – North End public water supply to comply with Stage 2 Disinfectant and Disinfection By-Products Rule for total trihalomethanes (the "TTHM"); and

WHEREAS, to address the EPA Administrative Order on Consent, OPRHP desires to commence receiving water supply services for Letchworth from the Livingston County Water and Sewer Authority ("Authority") and is willing to participate equitably in the cost of designing, financing and constructing needed improvements to the Authority's water supply and distribution system (the "WSDS"), connect to the Authority's existing WSDS, and further pay through a user fee, its equitable share of the annual debt service and costs to operate the WSDS for such service to Letchworth; and

WHEREAS, the Authority desires to undertake capital improvements to its WSDS as part of the Leicester/York Regional Water Supply Expansion Project (the "Project"), and OPRHP, as a user of the system, is willing to pay the Authority its share of the cost of the Project for improvements that will allow OPRHP to connect to the Authority WSDS; and


WHEREAS, the Authority desires to provide water supply services to Letchworth, subject to the terms and conditions of an Intergovernmental Agreement for Water Infrastructure Improvements and Potable Water Supply Between the New York State Office of Parks and Recreation and Livingston County Water and Sewer Authority (the "Intergovernmental Agreement"), and now therefore be it

RESOLVED, the Livingston County Water and Sewer Authority Board approves the Intergovernmental Agreement between the OPRHP and the Authority, and further be it

RESOLVED, the Livingston County Water and Sewer Authority Board authorizes the Executive Director to sign any and all necessary documents with the OPRHP to effectuate the Intergovernmental Agreement, subject to review and approval by the Authority Attorney.

September 17, 2025
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: September 12, 2025

Subject: Purchase of vacant land

1. **Action Requested:** Board consideration and approval of the purchase of vacant land from the Livonia Central School District for the construction of the new Shelly Rd. water storage tank.
2. **Background:** As part of the Authority's County Wide Water System Improvements, a new 2-million-gallon water storage tank is proposed for construction adjacent to the current water storage tank off Shelly Rd. The Livonia Central School District (the "LCSD") owns much of the contiguous real property immediately adjacent to the existing water storage facilities on Shelly Road. During the project planning and design process the proposed location was identified as ideal due to the ground elevation in related to the Authority water distribution system. LCSD was consulted regarding the potential location of the new water tank on LCSD property, and they indicated that they would be willing to convey to the Authority approximately 0.5-acre parcel of land that is contiguous to the existing Shelly Road water storage facilities.

The Authority engaged the services of Terry McCarron, a licensed New York State Appraiser, to conduct a written property appraisal of the proposed parcel to be conveyed and that the value of the parcel, as determined by that appraisal, is One Thousand Five Hundred Dollars (\$1,500.00).

On September 8, 2025 the LCSD approved the sale of the parcel to the Authority for \$1,500.00.

3. **Financial Implications:** The costs and all expenses related to the purchase and acquisition of the property will be less than \$2,500.00 and can be paid as part of the total project cost.

It is recommended that the Board approve the purchase of real property for the construction and installation of a new Shelly Rd water tank.

Attachments:

1. Survey of proposed real property and project area.
2. Real property appraisal.

APPRAISAL OF



LOCATED AT:

off shelly rd
livonia, ny 14487

FOR:

livingston county water/sewer

BORROWER:

AS OF:

August 18, 2025

BY:

terry mccarron

livingston county water/sewer

File Number: livingston water

In accordance with your request, I have appraised the real property at:

off shelly rd
livonia, ny 14487

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of August 18, 2025 is:

\$1,500
One Thousand Five Hundred Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



terry mccarron

limited

LAND APPRAISAL REPORT

File No. livingston water

SUBJECT

Property Address off shelly rd
City livonia County livingston State ny Zip Code 14487
Legal Description part of l 400 p1070 tax id #75-1-45.111
Owner/Occupant livonia school district
Sale Price \$ n/a Date of Sale n/a
Loan charges/concessions to be paid by seller \$ n/a
R.E. Taxes \$ n/a Tax Year n/a HOA \$/Mo. n/a
Lender/Client livingston county water/sewer

Census Tract n/a
Map Reference n/a
Property Rights Appraised
☒ Fee Simple
☐ Leashold
☐ Condominium (HUD/VA)
☐ PUD

LENDER DISCRETIONARY USE
Sale Price \$
Date
Mortgage Amount \$
Mortgage Type
Discount Points and Other Concessions
Paid by Seller \$
Source

NEIGHBORHOOD

LOCATION

☐ Urban
☐ Suburban
☒ Rural

BUILT UP

☐ Over 75%
☒ 25-75%
☐ Under 25%

GROWTH RATE

☐ Rapid
☒ Stable
☐ Slow

PROPERTY VALUES

☒ Increasing
☐ Stable
☐ Declining

DEMAND/SUPPLY

☒ Shortage
☐ In Balance
☐ Over Supply

MARKETING TIME

☒ Under 3 Mos.
☐ 3-6 Mos.
☐ Over 6 Mos.

PRESENT LAND USE %

Single Family 65%
2-4 Family 3%
Multi-Family 2%
Commercial 10%
Industrial
Vacant 20%

LAND USE CHANGE

Not Likely ☒
Likely ☐
In process ☐
To:

PREDOMINANT OCCUPANCY

Owner ☒
Tenant ☐
Vacant (0-5%) ☒
Vacant (over 5%) ☐

SINGLEFAMILYHOUSING

PRICE AGE
\$ (000) (yrs)
150 Low 2+-
500 High 200
Predominant
200 - 40+

NEIGHBORHOOD ANALYSIS

	Good	Avg.	Fair	Poor
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police & Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS the parcel is part of livonia school complex. it borders the present joint water works system properties. it is basically land locked and will be accessed from neighboring lands for purpose of building new water tower. the location is just beyond village limits

SITE

Dimensions .55 acre
Site Area 24098 sq/ft
Zoning Classification n/a
HIGHEST & BEST USE: Present Use

Comer Lot no
Zoning Compliance yes
Other Use

UTILITIES

	Public	Other
Electricity	<input type="checkbox"/>	
Gas	<input type="checkbox"/>	
Water	<input type="checkbox"/>	
Sanitary Sewer	<input type="checkbox"/>	
Storm Sewer	<input type="checkbox"/>	

SITE IMPROVEMENTS

Type	Public	Private
Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Curb/Gutter	<input type="checkbox"/>	<input type="checkbox"/>
Sidewalk	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights	<input type="checkbox"/>	<input type="checkbox"/>
Alley	<input type="checkbox"/>	<input type="checkbox"/>

Topography

hilly/level areas

Size

Typical for Area

Shape

irregular

Drainage

Appears Adequate

View

Typical

Landscaping

none

Driveway

easement

Apparent Easements

access

FEMA Flood Hazard

Yes* No x

FEMA* Map/Zone

Comments

(Apparent adverse easements, encroachments, special assessments, slide areas, etc.): access to subject will be across existing lands owned by joint water works tax id 75-1-32 see survey

SALES COMPARISON ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	off shelly rd livonia	0 gray st. dansville	0 cleary rd livonia	flint hill caledonia
Proximity to Subject		12 miles +- 2mi ±		15 mi ±
Sales Price	\$ n/a	\$ 4,250	\$ 4,000	\$ 2,000
Price/	\$ 4250	\$ 4000	\$ 2000	
Data Source	survey	mls ec268261	tax records	tax records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		cash	cash	cash
Concessions				
Date of Sale/Time	tbd	3/2024	12/2023	6/2023
Location	town rd/avg	village st/avg	town rd/avg	town rd/avg
Site/View	.55 acre	.90 ac	3.9 ac	1.5 ac
	raw lands	rawland	rawland	rawland
	landlocked	water,sewer,gas	back	accessory land
	wooded/scrub	avail		
		dom 503	d 1306 pg 1621	
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 3,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 2,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 1,000
Indicated Value		Gross: 70.6	Gross: 50.0	Gross: 50.0
of Subject		Net: -70.6 \$ 1,250	Net: -50.0 \$ 2,000	Net: -50.0 \$ 1,000

Comments of Sales Comparison: all sales had similarities with subject. all were considered. sale #1 had all services available but bordered expressway it was on market for over 500 days. sale #3 was formerly owned by a commercial company. data for this type of sale are scarce judgement is required and usage. it would not be able to be sold to another buyer without access granted.

Comments and Conditions of Appraisal: no conditions are attached to this report

Final Reconciliation: the final value was based on sales comparison approach

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF August 18, 2025 to be \$ 1,500

I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s) terry mccarron
Review Appraiser (if applicable)
☐ Did ☐ Did Not Inspect Property

Proprietary Land Form 04/88

Produced using ACI software, 800.234.8727 www.aciweb.com

tmc inc

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:		File No.: livingston water
Property Address: off shelly rd		Case No.:
City: livonia	State: ny	Zip: 14487
Lender: livingston county water/sewer		



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: August 18, 2025
Appraised Value: \$ 1,500



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

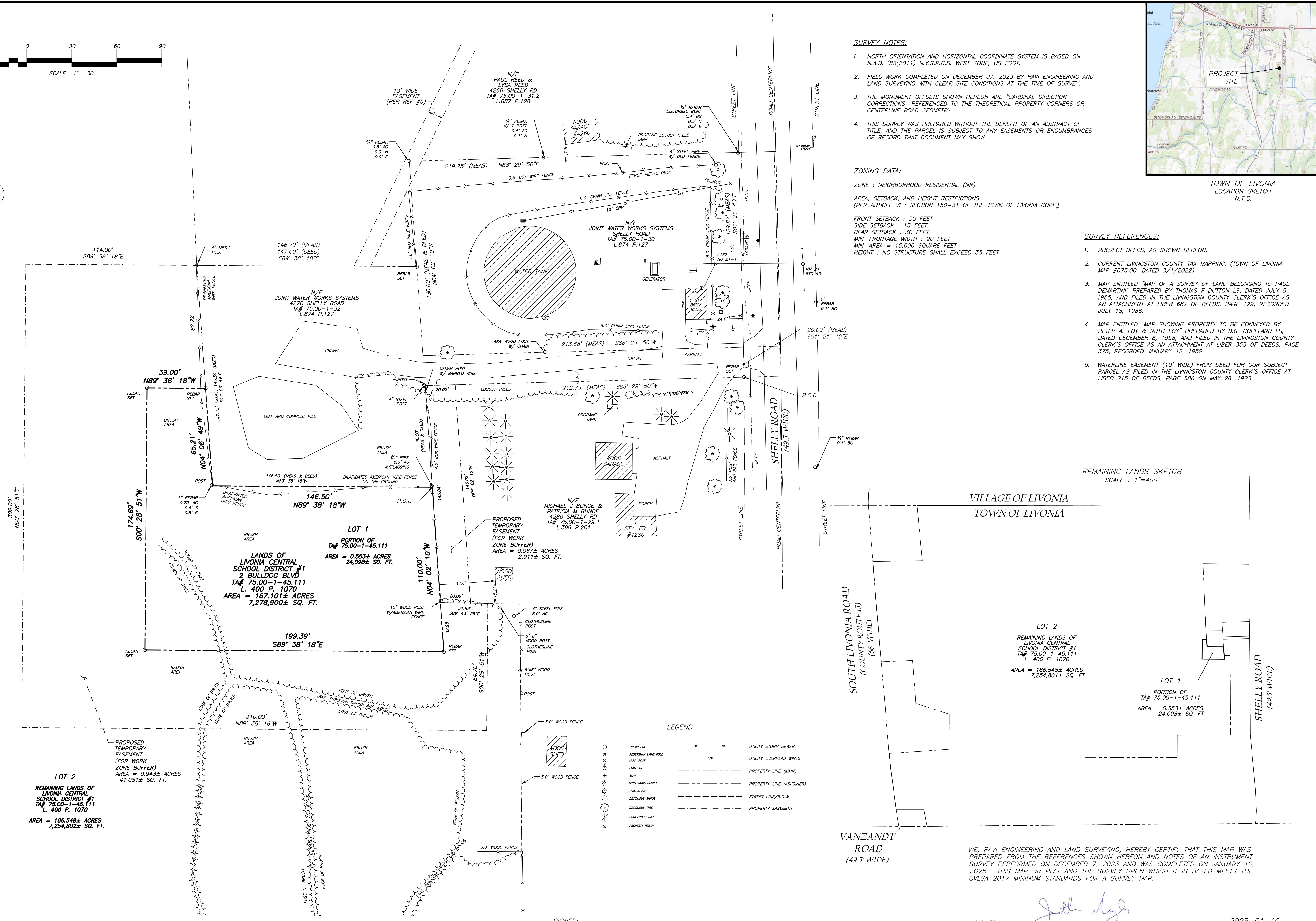
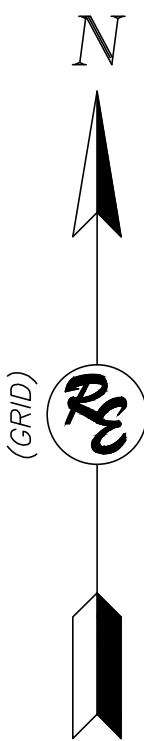
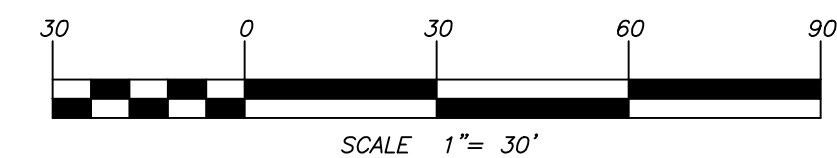
DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.



SURVEY NOTES:

1. NORTH ORIENTATION AND HORIZONTAL COORDINATE SYSTEM IS BASED ON N.A.D. '83(2011) N.Y.S.P.C.S. WEST ZONE, US FOOT.
2. FIELD WORK COMPLETED ON DECEMBER 07, 2023 BY RAVI ENGINEERING AND LAND SURVEYING WITH CLEAR SITE CONDITIONS AT THE TIME OF SURVEY.
3. THE MONUMENT OFFSETS SHOWN HEREON ARE "CARDINAL DIRECTION CORRECTIONS" REFERENCED TO THE THEORETICAL PROPERTY CORNERS OR CENTERLINE ROAD GEOMETRY.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, AND THE PARCEL IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES OF RECORD THAT DOCUMENT MAY SHOW.

ZONING DATA:

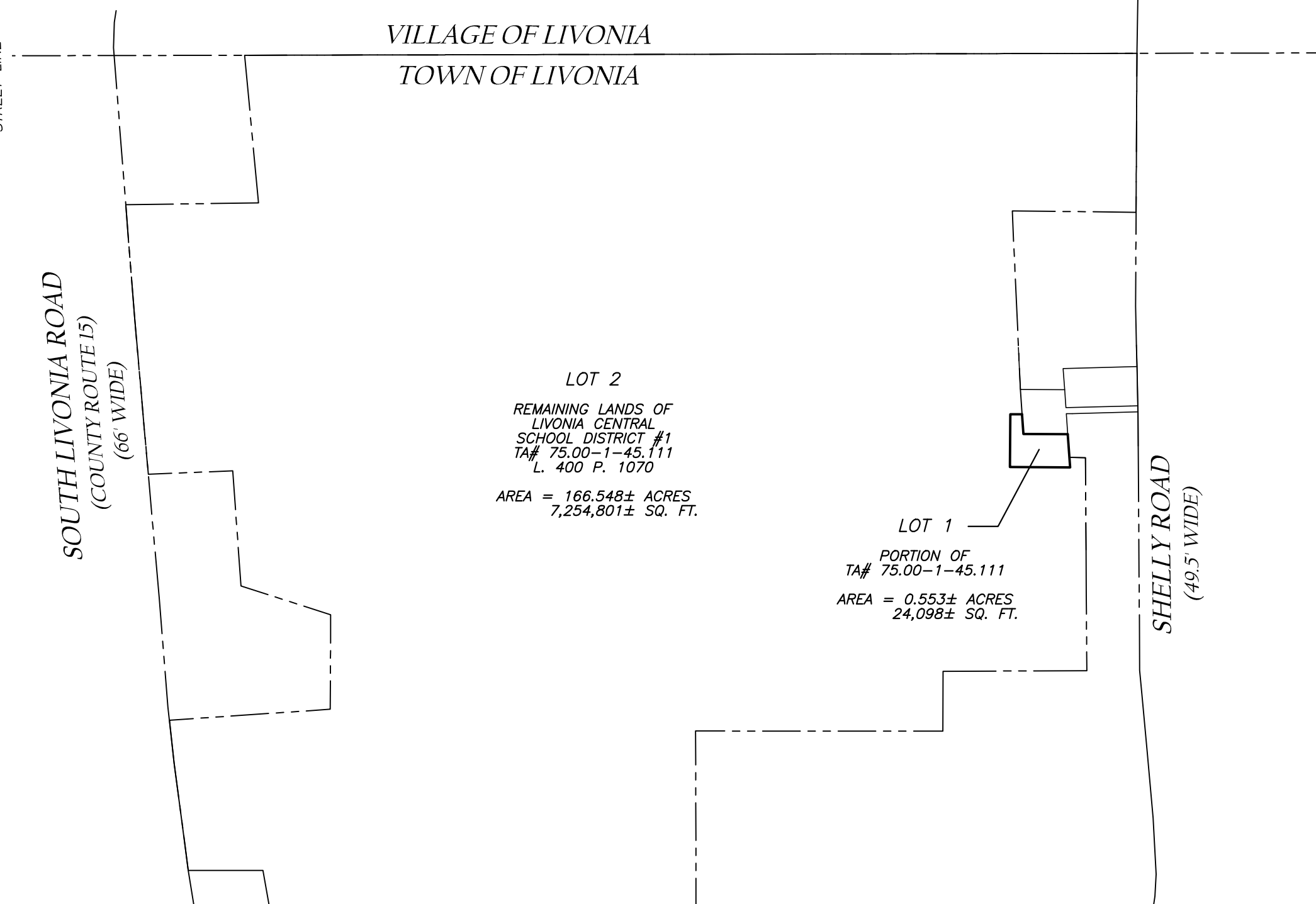
ZONE : NEIGHBORHOOD RESIDENTIAL (NR)
AREA, SETBACK, AND HEIGHT RESTRICTIONS
(PER ARTICLE VI : SECTION 150-31 OF THE TOWN OF LIVONIA CODE)

FRONT SETBACK : 50 FEET
SIDE SETBACK : 15 FEET
REAR SETBACK : 30 FEET
MIN. FRONTAGE WIDTH : 90 FEET
MIN. AREA = 15,000 SQUARE FEET
HEIGHT : NO STRUCTURE SHALL EXCEED 35 FEET

SURVEY REFERENCES:

1. PROJECT DEEDS, AS SHOWN HEREON.
2. CURRENT LIVINGSTON COUNTY TAX MAPPING. (TOWN OF LIVONIA, MAP #075.00, DATED 3/1/2022)
3. MAP ENTITLED "MAP OF A SURVEY OF LAND BELONGING TO PAUL DEMARTINI" PREPARED BY THOMAS F DUTTON LS, DATED JULY 5 1985, AND FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AS AN ATTACHMENT AT LIBER 687 OF DEEDS, PAGE 129, RECORDED JULY 18, 1986.
4. MAP ENTITLED "MAP SHOWING PROPERTY TO BE CONVEYED BY PETER A. FOY & RUTH FOY" PREPARED BY D.G. COPELAND LS, DATED DECEMBER 8, 1958, AND FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AS AN ATTACHMENT AT LIBER 355 OF DEEDS, PAGE 375, RECORDED JANUARY 12, 1959.
5. WATERLINE EASEMENT (10' WIDE) FROM DEED FOR OUR SUBJECT PARCEL AS FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AT LIBER 215 OF DEEDS, PAGE 586 ON MAY 28, 1923.

REMAINING LANDS SKETCH
SCALE : 1"=400'

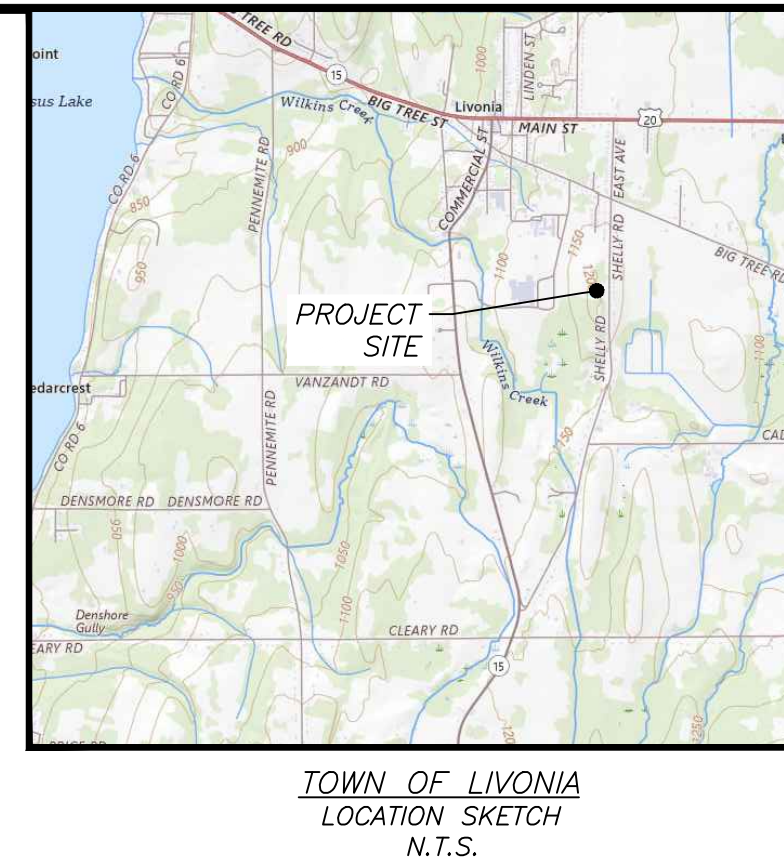


LEGEND

- | | | |
|-----------------------|------|--------------------------|
| UTILITY POLE | ST | UTILITY STORM SEWER |
| PEDESTRIAN LIGHT POLE | 0/11 | UTILITY OVERHEAD WIRES |
| MISC. POST | --- | PROPERTY LINE (MAIN) |
| FLAG POLE | --- | PROPERTY LINE (ADJOINER) |
| IRON | --- | STREET LINE/R.O.W. |
| CONIFEROUS SHRUB | --- | PROPERTY EASEMENT |
| TREE STUMP | --- | |
| DECIDUOUS SHRUB | --- | |
| DECIDUOUS TREE | --- | |
| CONIFEROUS TREE | --- | |
| PROPERTY REBAR | --- | |

SIGNED: TOWN OF LIVONIA PLANNING BOARD CHAIRPERSON
DATE

SIGNED: JONATHAN NAVAGH, PLS
REGISTRATION # 051221
DATE 2025-01-10



DATE		REVISION	
NO.			

PROJECT SURVEYOR	JONATHAN P. NAVAGH, PLS
MAPPING BY	JONATHAN P. NAVAGH, PLS
SCALE	1"= 30'

SHELLY ROAD SUBDIVISION BEING A PORTION OF TOWN LOT 33	
TOWN OF LIVONIA LIVINGSTON COUNTY STATE OF NEW YORK	

PROJECT #	20-23-190
ISSUE DATE	01-10-2025
SHEET 1 OF 1	

RAVI ENGINEERING & LAND SURVEYING, P.C.
2110 SOUTH CLINTON AVENUE, SUITE 1
ROCHESTER, NEW YORK 14618
TEL: (585) 223-3660
FX: (585) 223-4250



RESOLUTION NO. 2025 - 43

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY FOR SHELLY ROAD WATER TANK INSTALLATION

WHEREAS, the Livingston County Water and Sewer Authority (the "Authority") has undertaken a significant capital improvement project to its water storage and distribution systems located within the Town of Livonia, Livingston County, New York (the "Project"); and

WHEREAS, the Project calls for the construction of a new 2-million-gallon concrete ground water storage tank that will be sited in close proximity to existing water storage facilities owned or operated by the Authority on Shelly Road in the Town of Livonia; and

WHEREAS, the existing water storage facility site on Shelly Road, does not have adequate area for the construction of the new water storage tank to be constructed; and

WHEREAS, the Livonia Central School District (the "LCSD") owns much of the contiguous real property immediately adjacent to the existing water storage facilities on Shelly Road; and

WHEREAS, the LCSD has indicated that it would be willing to convey to the Authority an approximately 0.553 +/- acre parcel of land, being a part of Tax Parcel No. 75.-1-45.111 ("subject Property"), that is contiguous to the existing Shelly Road water storage facilities and that the Authority, through its consulting engineers (CPL), have determined that the Subject Property would be suitable for placement of the new concrete water storage tank; and

WHEREAS, the Authority has engaged the services of Terry McCarron, a licensed New York State Appraiser, to conduct a written property appraisal of the proposed parcel to be conveyed and that the value of the parcel, as determined by that appraisal, is One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the Authority believes it to be in the best interest of its customers and the future need and goals of the Authority to purchase the Subject Property for the appraised value of One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the Authority has power to purchase real property pursuant to §1199-dddd of its Enabling Legislation, and now therefore be it,

RESOLVED, the Livingston County Water and Sewer Authority Board hereby authorizes the preparation of a real estate purchase offer to be signed by the Authority Executive Director, seeking to purchase the Subject Property from the Livonia Central School District for the purchase price of One Thousand Five Hundred Dollars (\$1,500.00), and be it further

RESOLVED, that the Executive Director shall be authorized to incur, on behalf of the Authority, all reasonable and customary expenses associated with the purchase and acquisition of the Subject Property and to sign any and all documents necessary for legal title of the same to be vested in the Authority.

September 17, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS: