

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** Project No.: 201300196  
**Project Description:** Town of Eden Direct Service Agreement

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**  
 APPROVED AS TO CONTENT:

<input type="checkbox"/> Other (if Applicable)	_____	Date: _____
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Russell J. Hoel</u>	Date: <u>12/18/19</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Jean Paul P. Ronalich</u>	Date: <u>12-18-19</u>
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input type="checkbox"/> Claims Rep/Risk Manager	_____	Date: _____
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Loren A. Peadar</u>	Date: <u>12/18/19</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>12/18/19</u>
APPROVED FOR BOARD RESOLUTION:		
<input checked="" type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>12/19/19</u>

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No.:** \_\_\_\_\_

**TOWN OF EDEN  
DIRECT SERVICE AGREEMENT**

**AGREEMENT** made this \_\_\_\_ day of December 2020, by and between

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

a public benefit corporation hereinafter referred to as the “Authority”, and

**TOWN OF EDEN**  
2795 Church Street  
Eden, New York 14057

a municipal corporation hereinafter referred to as the “Town”.

**WHEREAS**, pursuant to Town Law § 198, the Town has created water districts, acquired property and constructed facilities for the purpose of delivering water for domestic and commercial usage and for fire protection;

**WHEREAS**, the Authority has been supplying water services to the Town pursuant to a Lease Management Agreement, dated October 16, 1997, and amended on January 26, 2005 and August 18, 2011; and

**WHEREAS**, pursuant to Article 17-A of the General Municipal Law and other applicable provisions of state law, the Town has consolidated its water districts into a single district known as Consolidated Water District No. 2 (“CWD”); and

**WHEREAS**, the Town has determined it would be in the best interests of its residents and businesses to convey the property and facilities of its water supply and distribution system to the Authority and that the Authority provides direct service to these water customers; and

**WHEREAS**, pursuant to Public Authorities Law § 1054 and other applicable provisions of state law, the Authority is authorized to acquire the property and facilities of a town water supply and distribution system; and

**WHEREAS**, the Authority and the Town have approved, and authorized the execution of the Memoranda of Understanding, on or about September 27, 2017 and October 4, 2019, in contemplation of the sale and conveyance of the Town’s water supply and distribution system (the “System”) to the Authority; and

**WHEREAS**, pursuant to Town Law § 198(12)(b), the residents of the CWD approved, at a mandatory referendum held on September 6, 2019, the conveyance of the System, except for the Wepax Road Service Area, to the Authority in consideration for direct water service being provided by the Authority;

**NOW, THEREFORE**, in consideration of mutual promises herein set forth, the parties agree as follows:

**Section 1: Capital Improvements**

1.1 Subject to the provisions of the Memorandum of Understanding, whose effective date is October 4, 2019, the Town will continue to own and maintain the property and facilities of the System until such property and facilities are conveyed to, and accepted by, the Authority.

1.2 The Town has confirmed in writing to the Authority the following specific capital improvements have been made to the System distribution lines:

1.2.1 **Erie Street & Sunset Drive:** Replacement of all water mains, from four-inch (4") to eight-inch (8"), on Erie Street. Replacement of a portion water mains, from six-inch (6") to eight-inch (8"), on Sunset Drive. Approximately nine hundred, ninety-one (991) linear feet of new eight-inch (8") PVC mains replaced on both Erie Street and Sunset Drive. (PN201400136).

1.2.2 **West Avenue:** Replacement of approximately eight hundred thirty-seven (837) linear feet of water main from four-inch (4") and six-inch (6") to an eight-inch (8") ductile iron pipe on West Avenue, south of Hemlock Road to the end. (PN201600127).

1.2.3 **George Street:** Abandonment in place of approximately eight hundred (800) linear feet of six-inch (6") main, transferring services to an existing twelve-inch (12") dual main. (PN201600127).

1.2.4 **Depot Street:** Abandonment in place of approximately four hundred fifty (450) linear feet of six-inch main from Green Street to West Church, transferring services to an existing twelve-inch (12") dual main. (PN201400136).

1.2.5 **Nelson Drive:** Replacement of approximately nine hundred four (904) linear feet of water main from six-inch (6") to eight-inch (8") ductile iron pipe. (PN201600127).

1.2.6 **Gerald Drive:** Replacement of eight hundred eleven (811) linear feet of water main from six-inch (6") to eight-inch (8") ductile iron pipe. (PN201600127).

1.2.7 **Green Street:** Replacement of eight hundred eighty-five (855) linear feet of water main from six-inch (6") to eight-inch (8") ductile iron pipe. (PN201400136).

1.2.8 **Beverly Drive:** Replacement of one thousand, five hundred (1,500) linear feet of water main from six-inch (6") to eight-inch (8") ductile iron pipe. (PN201600127).

1.2.9 **Evelyn Drive:** Replacement of approximately two thousand thirty-four (2,034) linear feet of water mail from six-inch (6") to eight-inch (8") ductile iron pipe. (PN201600127).

1.2.10 **West Church:** Replacement of approximately nine hundred thirty-one (931) linear feet of eight-inch (8") ductile iron pipe from Depot Street to the intersection of S. Main/N. Main Street. (PN201400136).

1.22.11 **Hardt Road**: Replacement of approximately two thousand one hundred sixty-seven (2,167) linear feet of eight-inch (8") water main from East Eden to valve at 4031 Hardt Road. Ductile iron pipe was used to cross East Eden Road and to cross under Hardt Road. PVC was used for the remainder. (PN201600127).

1.22.12 **Hemlock Road**: Replacement of approximately nine hundred thirty-seven (937) linear feet of eight-inch (8") water main from Depot Street to West Avenue. Most of the main was replaced with PVC. Ductile iron pipe was used closest to Depot Street to go under the railroad tracks. (PN201600127).

1.22.13 **East Eden Road**: Replacement of approximately one thousand, two hundred fifty-two (1,252) linear feet of twelve-inch (12") ductile iron pipe main from North Boston Road to Eden 2 Pump Station. (PN201600127).

1.22.14 **Hammond Drive**: Replacement of approximately one thousand, five hundred seventy linear feet of water main, from six-inch (6") to eight-inch (8") ductile iron pipe from Hillview Place to East Church. (PN201600127).

1.22.15 **Jennings Road**: Replacement of approximately two thousand, one hundred forty-five (2,145) linear feet of twelve-inch (12") main with ductile iron pipe from Schoolview to the intersection at Old Jennings Rd. (PN201600127).

1.22.16 **East Church Street**: Installation of approximately six hundred eighteen (618) linear feet of (8") ductile iron pipe water main, between Hammond Drive and Woodside Drive. (PN201600127).

1.22.17 **North Boston Road**: Installation of approximately four hundred sixty-two (462) linear feet of eight-inch (8") water line with ductile iron pipe, to connect to eight-inch (8") asbestos cement pipe on North Boston Road to twelve-inch (12") cast iron pipe on Gowanda State Road. (PN201600127).

1.22.18 **NYS Route 62 (Gowanda State Road)**: Replacement of approximately three thousand, nine hundred forty-eight (3,948) linear feet of ductile iron pipe from a six-inch (6") to twelve-inch (12") water main between Sandrock and New Jerusalem. (PN201600127).

1.22.19 **New Jerusalem Road**: Replacement of six (6) linear feet of water line (DIP), allowing connection of two existing lines and abandonment of lines running through a farm field from West Avenue to New Jerusalem Road. (PN201600127).

1.22.20 **NYS Route 62 (S. Main Street/Gowanda State Road)**: Replacement of six hundred twenty-two (622) linear feet of water main, from six-inch (6") to twelve-inch (12") ductile iron pipe from Park Street to south of Landon Road (near hydrant F22-C15). (PN201600127).

1.22.21 **Sandrock Road**: Replacement of approximately forty-eight (48) linear feet of twelve-inch (12") water line with ductile iron pipe required for the installation of new PRV chamber to revise pressure zones in the area of Sandrock and Gowanda Street. (PN201600127).

1.22.22 **Hillview Place:** Replacement of six (6) linear feet of a twelve-inch (12") main and relocation hydrant to existing twelve-inch (12") water line (DIP) due to the abandonment of the existing six-inch (6") water line.

1.3 The Town has confirmed in writing to the Authority the following specific capital improvements have been made to the System pump stations:

1.3.1 **Eden 1 Pump Station (7021 East Eden Road):**

1.3.1.1 Construction of a separate enclosure for chlorination equipment at rear of the building. Enclosure should have a separate entrance and ventilation to avoid corrosion to other station equipment. Removal of existing chlorination dike inside existing station. Relocation and replacement of existing exhaust louver at rear of building.

1.3.1.2 Replacement of pump station surge valve.

1.3.1.3 Replacement of suction and discharge piping in pipe chase.

1.3.1.4 Installation of access ladder into pipe chase.

1.3.1.5 Improvements to facilitate maneuverability and snow removal.

1.3.1.6 Upgrade lighting to LED.

1.3.1.7 Installation of a new roof.

1.3.2 **Eden 3 Pump Station (4210 East Eden Road [4210 Schreiber Drive]):**

1.3.2.1 Replacement of existing entry door with an out-swing steel double door.

1.3.2.2 Installation of new pumps, motors and starters.

1.3.2.3 Upgrade lighting to LED.

1.3.2.4 Installation of new ventilation system.

1.3.2.5 Refurbishment of the floor of the pit inside the pump station and upgrading of the electrical appurtenances associated with the pit.

1.3.2.6 Removal and Replacement of the top of the concrete valve pit.

1.3.2.7 Installation of four (4) new butterfly valves, one (1) altitude valve, and one (1) swing check, along with new piping inside the valve pit.

1.3.2.8 Relocation of the instrumentation taps on the suction and discharge piping.

1.3.3 **Violet Pump Station (8845 Violet Parkway):**

1.3.3.1 Installation of access ladder into pipe chase.

1.3.3.2 Replacement of hatch cover, gate valves, and altitude valve in pit outside of the pump station.

1.3.3.1 Installation of an asphalt driveway from Violet Street to the rear of the building.

1.4 The Town has confirmed in writing to the Authority the following specific capital improvements have been made to the System tanks:

1.4.1 **Violet Street Tank:** Refurbishment of tank and roof in conformity with specifications outlined in O'Brien and Gere Engineer's Report, dated September 24, 2012, including painting the interior of the tank and portions of the new roof.

1.4.2 **East Church Tank (3252 Church Street):** Refurbishment of tank in conformity with specifications outlined in O'Brien and Gere Engineer's Report, dated May 9, 2013 and replacement of the altitude value in the pit, access ladder, railings and access hatches.

1.4.3 **Eden Tank #3:** Refurbishment of tank in conformity with specifications outlined in O'Brien and Gere Engineer's Report, dated September 25, 2012.

1.4.4 **Eden Tank #4:** Replacement of pre-existing fiberglass hut with a new insulated structure over the valve pit and the installation and replacement of the electric service backboard and electric meter socket.

**Section 2: System Inventory**

2.1 The Town shall provide the following complete and comprehensive inventory of the System:

2.1.1 Total miles and the historical cost or net book value of pipe by size and the average age of the total inventory. The inventory should contain not only the size but also the type of pipe (i.e. lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC). The inventory should also list which pipe are within the public right-of-way or within an area for which Town has an easement. Pipe information shall be attached to this Agreement in Tables B, C and D.

2.1.2 Total number of hydrants and the historical cost or net book value and the average age of the total inventory.

2.1.3 Total number of large valves (i.e. 4" or larger) and the historical cost or net book value and average age of the total inventory. In lieu of the average age of the various inventories, the average remaining useful life at the time it was recorded is sufficient. Such information shall be attached to this Agreement in Table E.

2.1.4 Total number of cross-connection control devices by type and date initially installed. Such information shall be attached to this Agreement in Table F.

2.1.5 The material composition (i.e. copper, lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC) of each water service connection, as that phrase is defined in paragraph 1.19 of the Authority's Tariff, listed by address and by customer.

2.2 The Town shall provide to the Authority all available documentation possessed by the Town reflecting investment, work, maintenance, capital improvement, and other information associated with the System.

2.3 The Town will provide the Authority with a legal description and map with metes and bounds of the System along with the record drawings of all existing and new mains and appurtenances, service connection details, field books and any other information pertinent to the System.

### **Section 3: Wepax Road Service Area**

3.1 The Authority will not service mains on private property. Such mains must either be isolated and master metered or abandoned in favor of mains in a public right-of-way.

3.2 If the Town owns any water mains, valves, hydrants, or appurtenances located on private property, the Town agrees to repair and maintain such water mains, valves, hydrants, or appurtenances.

3.3 The Town will continue to own the meter pit and water line installed on Wepax Road, a private road. The Authority is responsible for the water line that provides water service underneath Jennings Road up to and including the service valve on the western side of the meter pit that services Wepax Road. The Town is responsible for the meter pit, bypass piping and appurtenances associated with the meter pit and must keep it in good operating condition. The Authority will own the meter in the meter pit.

3.4 The two-inch (2") meter currently installed by the Authority in the meter pit is of an insufficient size to allow for the installation of hydrants along Wepax Road. If the Town wishes to provide public or private hydrants along Wepax Road, then the Town's engineer must determine the appropriate size for a new meter then make a written request to the Authority to remove and replace the current two-inch (2") meter.

### **Section 4: Customer Service and Accounts**

4.1 If the Town has provided unmetered water services for fire protection or other purposes, it will provide the Authority with customer records relating to these unmetered services.

4.2 Customers who are 30 days or more delinquent in paying water charges are subject to interest and penalties as prescribed by the Authority's Tariff. Upon notification by the Authority, the Town agrees to collect all water charges, interest and penalties on these delinquent accounts pursuant to Town Law § 198 (3)(d) and will remit such water charges, interest and penalties to the Authority once collected.

## **Section 5: Transfer of the System's Property and Facilities**

5.1 The Town shall provide the Authority, in a form acceptable to the Authority's Legal Division, with a written opinion from its bond counsel and its town attorney confirming the property and facilities of the System can be transferred free and clear of any liens, claims, or other encumbrances. The written opinion will be given to the Authority prior to closing. A copy of the written opinion will then be attached and made a part of this Agreement as Exhibit "A."

5.2 Once the Town has performed the obligations set forth in Sections 1 through 4 of this Agreement, the Town will transfer and convey to the Authority the System's assets, equipment, inventory, water mains, hydrants, valves, appurtenances and infrastructure in exchange for direct service by the Authority to the water customers within the Town. The conveyance shall include the Bill of Sale, transferring all rights, titles, and interests of the System. The conveyance shall include the following:

5.2.1 A Bill of Sale to the Authority for water mains, hydrants, tanks, pumping stations and appurtenances. The Bill of Sale must include a complete "schedule of inventory" attached to the Bill of Sale in a format acceptable to the Authority. A Bill of Sale will be given to the Authority prior to closing. A copy of the Bill of Sale will then be attached and made a part of this Agreement as Exhibit "B."

5.2.2 Deeds conveying the pumping stations and water tanks, including the land upon which the pumping stations and tanks are situated, to the Authority.

5.2.3 A legal description and map with metes and bounds of the System along with the record drawings of all existing and new mains and appurtenances, service connection details, field books and any other information pertinent to the System. The legal description and map will be given to the Authority prior to closing. A copy of the legal description and map will then be attached and made a part of this Agreement as Exhibit "C."

5.3 The Town will convey to the Authority all permanent and/or temporary easements relating to the System.

5.4 Unless the attorneys for the parties otherwise agree, the transfer of the System shall be completed no later than January 10, 2020. The Authority will be responsible for filing and recording all closing documents.

5.5 The Authority and the Town agrees to extend the Memorandum of Understanding No. 2 whose effective date is October 4, 2019 until the time the System is transferred to the Authority.

## **Section 6: Title**

6.1 Title to property of the System, referenced in Exhibit B and identified in paragraphs 5.2.1 and 5.2.2, shall be vested solely in the Authority. The Town represents that at the time of transfer of the System, it can be transferred free and clear of all liens, encumbrances and claims, and that the existence of outstanding Town indebtedness heretofore for water system improvements is not a legal impediment to the transfer of part of the System to the Authority.



### **Section 7: The Authority's Obligation**

7.1 Upon conveyance of the System, the Authority shall provide water services to the residents of the System pursuant to the terms of the Authority's Tariff, and shall maintain, repair and improve the System as needed.

7.2 The Authority shall not enter into any agreement to sell, lease or transfer the System or any part thereof, to any other person or entity other than a state or local governmental unit.

### **Section 8: Tariff**

8.1 This Agreement is subject to all provisions, rules and regulations of the Authority's Tariff, as adopted or amended in the future.

### **Section 9: Closing Documents**

9.1 The following documents will be prepared and executed at the time of the closing:

#### 9.1.1 Assignment of Permanent Easements

9.1.1.1 The Town has identified 46 easements to be assigned to, and recorded by the Authority.

9.1.1.2 The Town will prepare a TP-584.2 to record and assign each of these easements.

#### 9.1.2 Warranty Deeds

9.1.2.1 The Town will prepare the warranty deeds conveying the following real properties to the Authority:

9.1.2.1.1 Violet Tank located at 8845 Violet Parkway.

9.1.2.1.2 Violet Pump Station located at 8845 Violet Parkway.

9.1.2.1.3 East Church Tank located 3253 East Church Street.

9.1.2.1.4 East Church Pump Station located 3211 East Church Street.

9.1.2.1.5 Eden 3 Tank located at 4210 East Eden Street.

9.1.2.1.6 Eden 3 Pump Station located at 4210 East Eden Street.

9.1.2.1.7 Eden 4 Tank located at 8802 East Eden Street.

9.1.2.1.8 Eden 1 Pump Station located at 7120 East Eden Street.

9.1.2.1.9 Kulp Road Tank located at 3082 Kulp Road

9.1.2.1.10 Shadagee Pump Station located at 2189 Shadagee Road.

9.1.3 Bill of Sale

9.1.3.1 The Town will provide the Authority with an itemized Bill of Sale conveying the remaining properties and facilities of the System.

9.1.4 Opinion Letters

9.1.4.1 The Town will provide the Authority a written opinion from its bond counsel and its town attorney confirming the property and facilities of the System may be transferred free and clear of any liens, claims, or other encumbrances.

**Section 10: Defaults**

10.1 In the event the Town defaults under any circumstances and fails to convey the System, the Town shall reimburse the Authority for all expenses incurred and appropriations approved by the Authority necessitated by this Agreement to properly serve the System or its customers.

**Section 11: Insurance, Maintenance & Security**

11.1 The Authority and the Town agree to obtain and continue to keep in full force and effect their respective General Liability Insurance, Public Liability Insurance and Workers' Compensation Insurance relative to all phases of performance of the various provisions of the terms to be performed pursuant to this Agreement. Each party shall name the other party as an additional insured on a non-contributory basis and shall provide each other with current certificates of insurance. The Town shall not be required to maintain insurance following closing and transfer of the System.

**Section 12: Arbitration**

12.1 Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of the arbitrators shall not be within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

**Section 13: Indemnification**

13.1 The Town covenants and agrees to indemnify and keep indemnified, defend and

save harmless the Authority against claims for any loss, injury, death and/or damage for any claim for compensation for which the Town may or shall be liable for reason of its performance in compliance with the terms of this Agreement. The Town shall indemnify, defend and hold harmless the Authority against all claims, loss and damage arising from the inaccuracy of any representations made pursuant to this Agreement.

13.2 The Authority covenants and agrees to indemnify and keep indemnified, defend and save harmless the Town against claims for any loss, injury, death and/or damage for any claim for compensation for which the Authority may or shall be liable for reason of its performance or failure to perform in compliance with the terms of this Agreement, as determined by a court of competent jurisdiction or by stipulation of liability.

**Section 14: Authority for Execution on the Town's Behalf**

14.1 The Town has executed this Agreement pursuant to a resolution adopted by the Town Board at a meeting thereof held on the 30<sup>th</sup> day of December 2019. Supervisor Melissa M. Hartman, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

**Section 15: Authority for Execution on the Authority's Behalf**

15.1 The Chair has executed this Agreement pursuant to a resolution adopted by the Board of Commissioners at a meeting thereof held on the 26<sup>th</sup> day of December 2019. Chair Jerome D. Schad, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Authority. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Authority.

**Section 16: Notices**

16.1 Notices hereunder shall be addressed as follows, or to such other address as may hereafter be designated by either party hereto and sent certified mail, return receipt requested:

**TO: TOWN CLERK  
TOWN OF EDEN  
2795 Church Street  
Eden, New York 14057**

and

**TO: LEGAL DEPARTMENT  
ERIE COUNTY WATER AUTHORITY  
295 Main Street, Room 350  
Buffalo, New York 14203**

**Section 17: Waiver**

17.1 No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**Section 18: Modification**

18.1 This Agreement constitutes the entire understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by the parties.

**Section 19: Applicable Law**

19.1 This Agreement is governed by the laws of the State of New York.

**Section 20: Severability**

20.1 If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

**Section 21: Survival**

21.1 All applicable provisions of this Agreement shall remain in full force and effect after the conveyance of the System from the Town to the Authority.

**Section 22: Counterparts**

22.1 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Each party will execute two duplicate original Agreements with one duplicate original to be exchange with the other party.

**IN WITNESS WHEREOF**, the Town of Eden has caused its corporate seal to be affixed hereto and to be signed by Melissa M. Hartman, its Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, and the Authority has caused its corporate seal to be affixed hereto and to be signed by Jerome D. Schad, its Chair, the day and year first above written.

**TOWN OF EDEN**

**ERIE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Melissa M. Hartman, Supervisor

By: \_\_\_\_\_  
Jerome D. Schad, Chair

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of December in the year 2019, before me personally came Melissa M. Hartman, to me known, who, being by me duly sworn, did depose and say that she resides in the Town of Eden, New York, that she is the Supervisor of the Town of Eden described in the above instrument, and she signed his name thereto by the authorization of the Town Board of the Town of Eden pursuant to a duly enacted resolution.

\_\_\_\_\_  
Notary Public

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of December in the year 2019, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

\_\_\_\_\_  
Notary Public