

MAP, PLAN AND REPORT

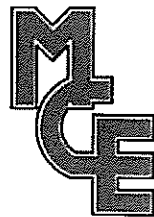
FOR THE

PROPOSED

CAYUGA CREEK WATER DISTRICT

TOWN OF ALDEN, NEW YORK

OCTOBER 20, 2020



Prepared by:
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I. REPORT

1. INTRODUCTION

The purpose of this report is to present conceptual plans and cost estimates for construction of waterlines in the proposed Cayuga Creek Water District in the Town of Alden, Erie County, New York. The map included with this report indicates the service area within the Town of Alden together with a plan showing the probable locations and sizes of the proposed waterlines. This Map, Plan and Report is not intended to be a comprehensive engineering report, but rather a conceptual plan for determining the financial cost of providing water facilities to the area encompassed by Cayuga Creek Water District. Appendix A contains the Alden Town Board resolution authorizing the preparation of this report.

2. RECOMMENDATIONS

It is recommended that the Town Board hold the necessary Public Hearing on the proposal for this Water District as delineated on the attached map and plan. The recommended amount to be set as the maximum expenditure is \$887,600 for this District. It is also recommended that the Town Board proceed with the SEQR requirements necessary to form a new Water District.

3. EXISTING CONDITIONS

Presently, the Town of Alden (outside of the Village) has three existing water districts. The Exchange Street Water District provides service to Exchange Street from the Village line to the Town of Marilla line to the south. The Zoeller Road Water District provides service to the

entire length of Zoeller Road from Genesee Street on the north to Walden Avenue on the south. Water District Number 1 provides water service to the residents along Town Line Road by way of waterlines predominately in the Town of Lancaster. All three of these districts receive their water from Erie County Water Authority through a Lease Management Agreement between the Town of Alden and ECWA. Town residents along a small section of Sullivan Road on the east side of Sullivan Road from Broadway south to the Village line are served through an intermunicipal agreement by the Village of Alden from their waterline along the west side of Sullivan Road. The remaining portions of the town that are served by municipal water are served directly by the Erie County Water Authority (ECWA). Those areas basically include the Hamlet of Millgrove and the majority of the southwestern portion of the Town of Alden and various locations west of the Village of Alden. The Village of Alden provides their own water service, independent of the Town, to the Village residents.

As part of the preliminary work for determining the boundaries of the proposed district, the Town of Alden conducted a survey of the residents outside of the existing water districts along Three Rod Road and Cayuga Creek Road. The survey consisted of a postcard sent to the residents, with the postcards being returned to the Town Hall for processing. The results of the survey were evaluated and tabulated by a water committee. A summary of the committee's findings were distributed to the Alden Town Board and these findings are presented as Appendix B of this report.

SERVICE AREA

Based on an analysis of the postcard survey and with consideration for cost in the service area, the district boundaries were established. Also considered in establishing these boundaries were the present zoning, the Town Master Plan, population distributions, and the existing agricultural districts. Over the past few years conditions have changed such that there are more and more residents not currently served by public water asking to be included in the proposed water district. The proposed district boundaries in the form of a Map are diagramed on Exhibit A (found at the end of this report). A legal description of this area is found in Appendix C of this report. Where applicable and wherever possible, the boundaries of this proposed district match the existing water districts, and/or follow existing property lines.

Presently, the majority of the residents in the proposed water district obtain their water from private individual wells and/or by bottled water. At the present time, there are 31 potential new users within the service area of the proposed district.

It should be noted that there is one property within this district that presently receives water as an out-of-district user from the Town of Marilla. The resident who receives water by contract with the Town of Marilla as an out-of-district user will be assessed at the new rates from the Cayuga Creek Water District once it is created.

4. PROPOSED IMPROVEMENTS, COSTS AND SUPPLY OF WATER

As part of the District's capital costs, 8-inch waterlines will be constructed along the streets in the new district. The probable location of these lines is also diagrammed on Exhibit B. Fire hydrants and line valves will be located along these lines at appropriate intervals. Table One lists the approximate length of waterlines and the estimated number of fire hydrants along each section of road. Wherever possible, it is anticipated that the waterline and facilities will be constructed in the Town right-of-way to avoid damage to private property. The proposed improvements do not cross any New York State Department of Environmental Conservation (NYSDEC) wetlands.

This waterline extension would be served off an existing waterline in the Town of Marilla. This portion of the Town of Marilla is served through the Town of Alden along Two Rod Road. Ground elevations in the Town of Marilla and the southeast section of the Town of Alden are relatively high in comparison to the balance of the Town of Alden. For that reason the Town of Marilla must boost pressures in their system through the use of an elevated storage tank which is owned mostly by the Town of Marilla and partly by the Town of Bennington and the Town of Alden. In 2011, the Town of Alden purchased the upper 20' of tank capacity from then owner, Erie County Water Authority. The Town of Alden needed the remaining tank capacity to serve the southeast portion of the Town of Alden. Some of that capacity will be used for this water district, some was used for the Exchange Street Water District and the balance will be reserved for future waterline extensions on Three Rod Road, Henske Road, Sullivan Road and County Line Road as needed.

Using an average cost of \$90 per linear foot and the following incidental costs, the estimated construction cost for this project is approximately \$576,000. The estimated average cost of \$90 per linear foot is based on the present economic conditions, and reflects the recent tendencies in municipal bidding. These prices may be low or high if the economy changes either way. This cost figure is a preliminary estimate and is presented only as an indication of what the Town may expect to pay for the services of local contractors, if the project moves forward expeditiously. No allowance has been made in this per foot price for legal, administrative, engineering or contingency costs.

6,400 lf x \$90/lf	=	576,000.
Total Cost		576,000.

During the final design phase, the Erie County Water Authority (ECWA) may request the Town to increase the diameter of some of the 8-inch waterlines. In such a case, ECWA would fund a portion of the construction cost for these lines, and the construction cost borne by the District for these lines could be lower. As a worst case scenario, we have used the full cost of 8-inch waterlines for all proposed construction.

For all of the Cayuga Creek Water District, the water will be supplied through the extensive ECWA system.

TABLE ONE PROPOSED IMPROVEMENTS CAYUGA CREEK WATERLINE			
<u>No.</u>	<u>Street Name</u>	<u>Approximate Length of 8" Waterline</u>	<u>Approximate Number of Fire Hydrants</u>
1	Cayuga Creek Road	6,000	13
2	Three Rod Road	400	1

5. FINANCING

One possible method of raising funds to construct and operate the proposed Cayuga Creek Water District is presented in this section, including costs for a typical homeowner. Also included are the typical non-district costs to the residents.

In preparation of the computations shown in this section, it has been assumed that the Town, as agents for the district, will bond the capital costs of the water improvements over a 30-year period. Typically, the Town will roll over bond anticipation notes (BANS) during design, construction and restoration phases of the project, before establishing permanent financing. It is the standard practice not to proceed with permanent financing until all the district costs are finalized, which would be after restoration is complete. Based on the magnitude of this project and the present bond market, it would seem likely that the Alden Cayuga Creek Water District may be in BANS for up to five years. Based on five years of BANS plus 30 years for permanent financing, a total bond period of 35 years was used. The annual bond rate of 3.2

percent for these 35-year bonds was used in this report to calculate the payoff of the capital expenditures for the district.

The Alden Town Board has determined that there will be no reduction in the total assessed value and frontage to account for the farm properties in existing Agricultural Districts.

The yearly operation and maintenance cost for the system is not considered in the yearly cost to the residents of the district. This is because the ECWA has entered into Lease-Management Agreements with various towns (including the existing Town of Alden Water Districts) which they serve and it is assumed that the Town of Alden will enter into the same type agreement with the ECWA. Under the standard agreement, the ECWA will provide the operating administration for the district and be responsible for normal maintenance and billing. This is paid for under the individual water use rates. Appendix D contains a sample ECWA standard Lease-Management Agreement. However, the yearly maintenance cost of all fire hydrants along the proposed Town of Alden waterlines will also be funded by the Water District and is included as a yearly cost.

1. DISTRICT COSTS

District charges are collected by the Town of Alden through special assessments and are based on a combination of unit charge and frontage charges.

The following is one possible method of raising the yearly payment necessary to retire the bonds for the proposed project. This is based on estimated first year cost and revenue

Total Frontage in Water District corrected for
Agricultural Districts and Publicly Exempt Parcels:

Total Frontage for 1 ft. to 100 ft.	3092 lf
Total Frontage for 100 ft. to 200 ft.	2514 lf
Total Frontage over 200 ft.	9256 lf
Total Frontage	14,862 lf

Average frontage for a typical property owner in Cayuga Creek Water District	<u>Frontage</u> 479 lf
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Assuming revenues are split between unit charge and frontage for the first year, the following is an example of a tax structure. The final tax structure will be dependent on final costs, and will be adjusted through the life of the bond.

<u>Item</u>	<u>Charge</u>	<u>Quantity</u>	<u>Revenue</u>
Unit charge	\$1185/unit	31	\$36,735.
Footage			
First 100 feet	\$1.25/foot	3092 feet	\$3,865.
Second 100 feet	\$0.75/foot	2514 feet	\$1,885.50
Over 200 feet	\$0.25/foot	9256 feet	<u>\$2,314.00</u>
TOTAL YEARLY REVENUE			\$44,799.50

EXAMPLE OF TYPICAL DISTRICT CHARGES:

Typical Resident

Based on Assumed Average Values:

including a combination of unit charge and front footage charge. The first year cost is used because it is generally the largest cost, based on a typical bond schedule.

CAPITAL COSTS

Estimated Construction Cost of Town Water Facilities of Table One	
6,400 Linear Feet of 8-inch Waterline	\$576,000.
Estimated Engineering, Surveying, Inspection, Legal, Grant work, Accounting, Permitting, Administrative, Printing and Bidding Costs	<u>254,000.</u>
Subtotal	\$830,000.
Contingencies (approximately 10% of construction costs)	<u>57,600.</u>
 TOTAL ESTIMATED CAPITAL COSTS	 \$887,600.

YEARLY COSTS

Estimated First Year Bond Payments Based on Total Capital Costs Number of Years: 35 Interest Rate: 3.20%	\$42,523.
 Payment to Erie County Water Authority for Fire Hydrants (approximate) Based on 14 hydrants on Water Main @ \$160.80/year	 <u>2,251.</u>
 TOTAL ESTIMATED YEARLY COSTS	 \$44,774.

REVENUE:

The following information was supplied by the Town Assessor for the proposed district as extended (see Appendix E):

Total Number of Parcels	31
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Frontage		479 lf
Taxes:		
Unit Charge (1 unit at \$1185/unit)	\$	1185.
Frontage:		
First 100 feet at \$1.25/lf	\$	125.
Next 100 feet at \$0.75/lf	\$	75.
Next 279 feet at \$.25/lf	\$	<u>69.75</u>
Total First Year Taxes	\$	1,454.75

2. NON-DISTRICT COSTS

Non-district charges are collected directly by ECWA based on water consumption. They are set by ECWA for their entire service area, and are not controlled by the Water District. These non-district charges are presented here as information only.

WATER USE:

Present Water Rates for Erie County Water Authority (effective per the January 1, 2020, Tariff) Amendments:
 \$3.36/1,000 gallons

EXAMPLES OF TYPICAL NON-DISTRICT CHARGES:

Typical Residence

Approximate Yearly Water Bill* \$404.

*This value represents the current average residential water user cost in the Town of Alden as per ECWA.

In addition to water use, there are two additional (one-time only) non-district charges to connect the residential water system to the Town of Alden waterline in the right-of-way. These one-time connection charges are paid by the resident. The first resident's expense is to construct a service line from the structure to the edge of the right-of-way. This cost is highly variable and will be dependent upon factors such as the distance between the homeowner's house and the right-of-way. The other cost is for either the ECWA or private contractor hired by the town to provide a connection from the water main to the right-of-way. The following are ECWA costs to perform initial tap-in (regardless of which side of the road the waterline is located).

Connection Fee Payment to

Erie County Water Authority*

<u>Service Connection Size</u>	<u>Fee</u>
Equal to or less than 1 inch	\$2,000.
Greater than 1 inch but not over 2 inches	\$2,400.
Over 2 inches	at cost

*Source: Erie County Water Authority, Service Classification No. 1, January 1, 2020, Tariff amendments.

The Town may elect to include the service connections as part of the construction of the 8-inch waterlines. In such a case, the district would collect the cost of these service connections from the homeowners. This cost is estimated at \$1,000. per service connection, but in no case will it exceed the above referenced fees.

3. SUMMARY

	<u>First-Year Annual Costs for Typical Resident</u>
Expenditures:	
District Charges (taxes)	\$ 1,454.75
Non-District Charges (water use)	<u>404.00</u>
Total Expenditure	\$ 1,858.75

POTENTIAL SAVINGS:

The following are items which some of the residents may realize if they connect into the public water provided by Cayuga Creek Water District:

1. Reduced electrical costs for well water pumping.
2. Reduced maintenance costs on wells, pumps and tanks.
3. Potential reduction in homeowners insurance or fire insurance.
4. Potential reduction of purchase, maintenance and operations costs for water treatment units.
5. Longer life of bathroom fixtures, valves and hot water tanks.
6. Elimination of bottled water use.

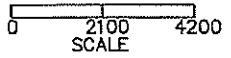
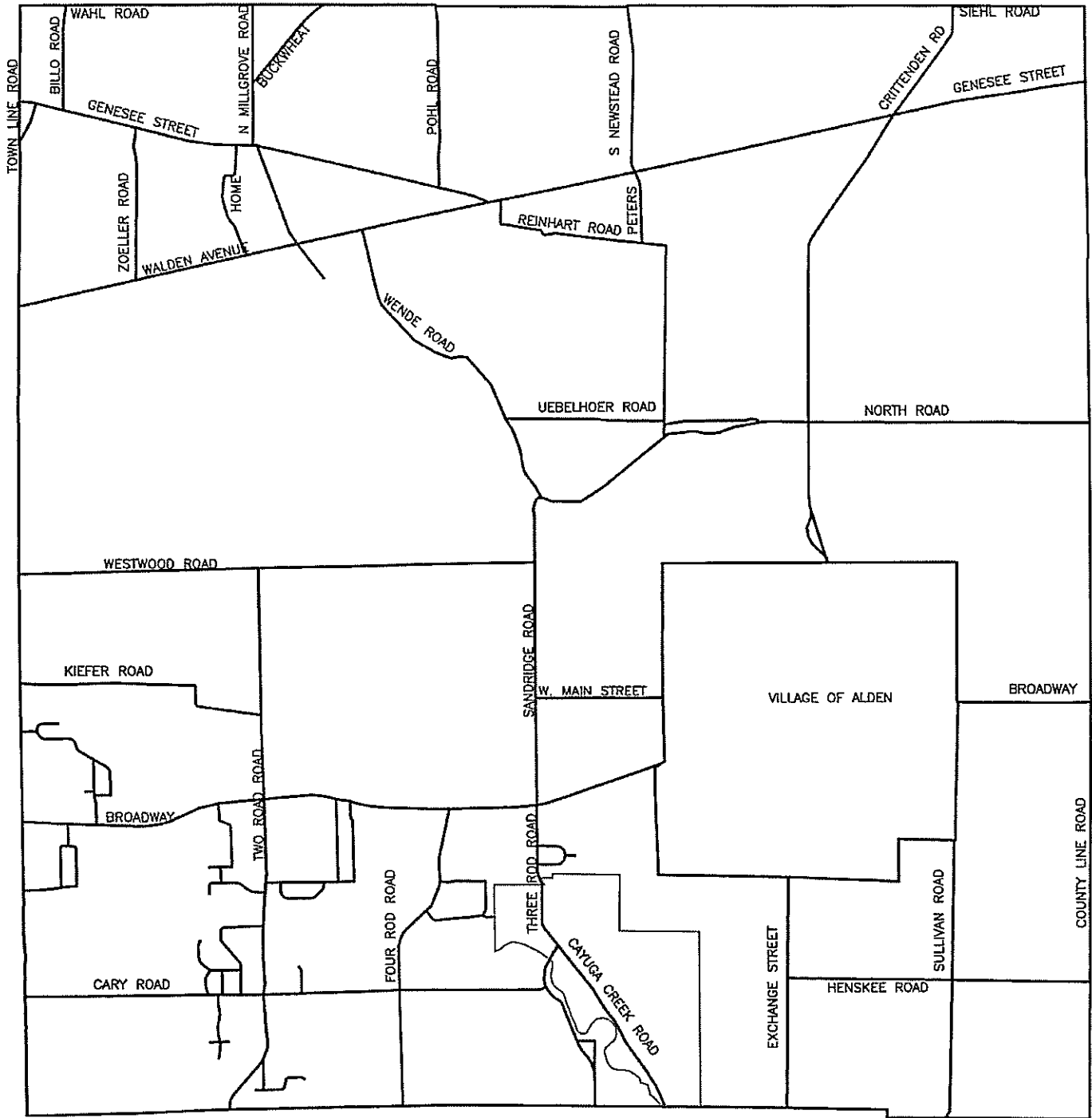
7. CONCLUSION:

When Water District Number 3 was created in 1985, 27% of the people stated their water quality was poor. It is believed that this percentage is as high or higher for Cayuga Creek Water District. Since the district cost is reasonable, we recommend the Town proceed with this proposed district. To accomplish this, the Town should initiate the SEQR process and call for a public hearing.

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EXHIBIT A.

WATER DISTRICT MAP



AREA TO BE SERVED BY WATER

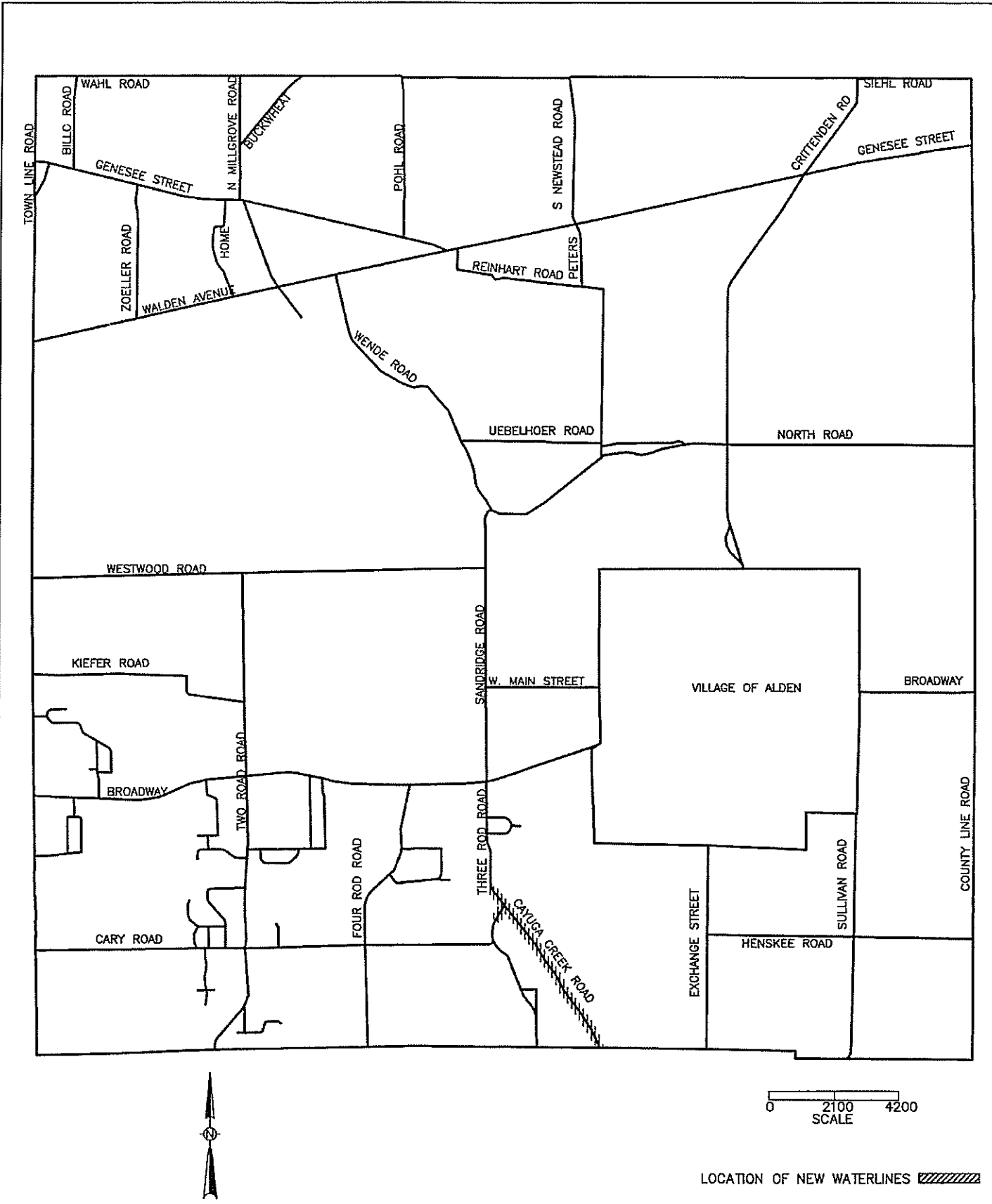
MCE METZGER
CIVIL
ENGINEERING, PLLC

DATE: 05.10.19
JOB NO: M-0001
DESIGNED BY: JCM/ARH
© 2019 MCE

TOWN OF ALDEN
CAYUGA CREEK ROAD
WATER DISTRICT MAP

EXHIBIT B.

WATER SYSTEM PLAN



LOCATION OF NEW WATERLINES



**METZGER
CIVIL
ENGINEERING, PLLC**

DATE:	05.10.19
JOB NO:	M-0001
DESIGNED BY:	JCM/MJM
© 2019 MCE	

**TOWN OF ALDEN
CAYUGA CREEK ROAD
WATER DISTRICT PLAN**

APPENDIX A.

TOWN BOARD RESOLUTION

Office of the Alden Town Clerk

Alecia Barrett, Town Clerk
716.937.6969, ext. 2
Alecia.Barrett@erie.gov
York 14004

Alden Town Hall
3311 Wende Road
Alden, New

STATE OF NEW YORK
COUNTY OF ERIE } SS
TOWN OF ALDEN

I, Alecia Barrett Town Clerk of the Town of Alden, Erie County, New York, do hereby certify that an adjourned, regular meeting of the Town of Alden Board of the aforesaid Town, on the 2nd day of July 2018 at the Alden Town Office Building, 3311 Wende Road, Alden, New York, the following Resolution was unanimously adopted; every member present voting therefore, to wit:

"SEE ATTACHED"

I, do further certify that I have compared the foregoing with the original minutes of the adjourned, regular meeting of the Town Board of the said Town held on the 2nd day of July 2018 And that the foregoing is a true and correct transcript from the said original minutes and the whole thereof and that the resolutions duly adopted by the said Town Board are on file in the Town Clerk's Office.


I do further certify that the following members of the Town Board were present at such meeting, namely.

Richard Savage } Supervisor
Dean Adamski } Councilperson
Colleen Pautler } Councilperson

Being all the persons constituting said Town Board of the Town of Alden, Erie County, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the said Town of Alden, Erie County, New York this 5th day of March 2019.

SEAL


Alecia Barrett, Town Clerk

RESOLUTION OF THE TOWN BOARD
APPROPRIATING \$1,000.00 FOR THE
PREPARATION OF A GENERAL MAP,
PLAN AND REPORT TO PROVIDE
WATER FACILITIES MOVED BY Councilwoman Pautler
SECONDED BY Councilman Adamski

WHEREAS, the Town Board is considering the establishment of a new Water District, the Cayuga Creek Water District, on Cayuga Creek Road in the Town of Alden, outside the boundaries of any existing water districts of the Town and outside of any incorporated Villages; and

WHEREAS, the Town Board prior to going forward with the establishment has determined that it is necessary to have a general map and plan prepared in advance of the establishment of the proposed Cayuga Creek Water District 5.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. The Town Board does hereby authorize the appropriation of the sum of no more than \$1,000.00 from the general fund to provide for the cost of preparation of a map and plan by Metzger Civil Engineers, the Town Engineers, in accordance with the requirements of Section 192 of the Town Law; and
2. This resolution shall take effect immediately.

The above Resolution was duly put to a roll call vote at a regular meeting on July 2, 2018, the results of which are as follows:

Councilperson Pautler	AYE NAY
Supervisor Savage	AYE NAY
Councilperson Adamski	AYE NAY

APPROVED

APPENDIX B.

SUMMARY OF WATER SURVEY FINDINGS

CAYUGA CREEK WATER DISTRICT

PROPERTY OWNER SURVEY

On the request to provide input as to whether property owners in the proposed water district would be in favor of a new waterline at a pre-determined maximum cost, the Town of Alden received the following responses:

Total properties in the Proposed Water District	28
Those in favor	15
Those against	7
Unclear responses	3
Non responses	3
Percent affirmative responses	54%

APPENDIX C.

WATER DISTRICT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie and State of New York, being part of the tract of land called the Buffalo Creek Reservation, known and distinguished as part of Lot 66, in Township 10, Range 5, bounded and described as follows:

Commencing at a point on the center of Cayuga Creek Road (f/k/a West Alden Road) where said road intersects southerly boundary of Lot 66, thence east along the southerly boundary of Lot 66, 981.42 feet to the southeast corner of Lot 66, thence northerly 5,452.69 feet to the northeast corner of Lot 68, thence westerly along the north line of Lot 68, 2,289.30 feet to a point on the north line of lot 68.

Thence north to the north line of Lot 70, thence west along the north line of Lot 70 to a point 404 feet east from the centerline of Three Rod Road where the same meets the north line of Lot 71, also being the northwest corner of Zdrujewski at Liber 10963 Page 7963.

Thence south 121 feet, thence west 370.4 feet to a point in the centerline of Three Rod Road, thence southerly along the centerline of Three Rod Road a distance of 210 feet, thence westerly along the north line of Lot 71 a distance of 1,382.80 feet to a point in the northwest corner of Lot 71, then southerly a distance of 2,421.50 feet to the centerline of Cayuga Creek, then continuing along the centerline of Cayuga Creek a distance of 8,806.50 feet to the south line of Lot 66, thence easterly 80 feet to the centerline of Cayuga Creek Road (f/k/a/ West Alden Road) to the place of beginning.

APPENDIX D.

SAMPLE ERIE COUNTY WATER AUTHORITY
LEASE MANAGEMENT AGREEMENT

LEASE MANAGEMENT AGREEMENT

AGREEMENT made this 5th day of May 2015, by and between

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

and

TOWN OF ALDEN
331 Wende Road
Alden, NY 14004

THIS AGREEMENT is made this 5th day of May, 2015, by and between the ERIE COUNTY WATER AUTHORITY, a public benefit corporation, having its office and principal place of business at 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter referred to as the "Authority" or "ECWA" and the TOWN BOARD OF THE TOWN OF ALDEN, ERIE COUNTY, NEW YORK, hereinafter referred to as the "Town", a municipal corporation, having offices at 3311 Wende Road, Alden, New York 14004, acting as Water Commissioners for Exchange Street Water District and Zoeller Road Water District of the Town of Alden including all extensions thereof, also located in the County of Erie and State of New York, hereinafter referred to collectively as the "Districts Exchange & Zoeller" and described in attached Appendix A.

WITNESSETH:

WHEREAS, the Town has determined it advisable to install two water main extensions in certain areas of Exchange Street and Zoeller Road as additions to the water system facilities in numerous water districts and water improvement areas within the Town, all of which water districts and water improvement areas are subject of a direct service agreement between the Town and ECWA fully executed June 13, 2013, and;

WHEREAS, the Town has created Districts Exchange & Zoeller as described in attached Appendix A in accordance with the provisions of Town Law, Section No. 198, to facilitate that goal, and is now or in the near future expects to be the owner of facilities to be employed in the sale and distribution of water to consumers in said district, and;

WHEREAS, the Authority was created to provide a safe and adequate supply of water to the residents of Erie County and has the capacity and expertise to operate and manage the District's facilities, and;

WHEREAS, the parties find it mutually advantageous for the Authority to furnish a supply of water to Districts Exchange & Zoeller and to operate and manage those facilities, and;

WHEREAS, nothing in this Agreement is intended to change the existing obligations under the direct service agreement between the parties while creating a lease management agreement between the parties for Water Districts Exchange & Zoeller,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

I. BASIS OF THE AGREEMENT

This District and the Authority have identified tasks that must be completed to enter into the Lease Management Agreement and both parties have agreed that these tasks will be completed in a phased approach.

1.1 OBLIGATIONS OF THE DISTRICT: To undertake to perform or otherwise pay for the capital improvement project for the water main extensions as set forth in Appendix A.

The District shall be responsible for the operation and maintenance responsibilities of the water distribution systems relative to the water main extensions as described in the attached Appendix A until such time as the water main extensions are improved and dedicated. Subsequent to the dedication of these water main extensions and the transfer of the waterline to the Authority, the Authority shall assume these responsibilities.

1.2 OBLIGATIONS OF THE AUTHORITY: Subject to the terms of this agreement, the Authority shall supply water service to Districts Exchange & Zoeller pursuant to the terms of the Authority's Tariff, after the District has completed installation of the water main extensions as set forth in Appendix A.

1.3 The District and Authority agree that if the District fails to complete any of their obligations as stated in this agreement, the Authority shall have the right to terminate the agreement upon written notification of the intent to terminate three months prior to such termination.

1.4 For the term of this Agreement, the Authority will operate, maintain and repair all of the facilities of District Exchange & Zoeller. The Authority will have the exclusive right to furnish, for sale, a supply of water to customers of the District.

1.5 The District agrees that it will not permit its facilities to be used for the sale of water by any other purveyor and will obtain its sole supply of water from the Authority so long as this Agreement remains in effect.

1.6 The facilities of the District, including watermain extensions and appurtenances, set forth in Appendix A shall remain the property of the District. Any indebtedness incurred by the District previously or hereafter respecting such watermain extensions and appurtenances shall be solely the obligation of the District.

II. DEFINITIONS

2.1 The term "District" shall mean the Water District of the Town of Alden and any extensions thereof now or hereafter established in accordance with the provisions of law described in attached Appendix A.

2.2 The term "facilities of the District" shall mean the District's plant and property and shall include all of the operating plant and property of the District employed in the transmission and distribution of water and any replacements thereof, together with any additions, betterments and improvements that may hereafter be furnished or installed therein by the District at its own cost and expense while any term of this agreement remains in effect.

2.3 The term "additions, betterments and improvements" shall include: (1) any property, facility or capital item that is not now in existence whether installed or furnished by either party; (2) the replacement of an item of property where the replacement has a useful life of at least two years; (3) the refurbishing of storage tanks and standpipes.

2.4 The terms "operate", "maintain" and "repair" shall include the provisions of labor and materials necessary to fix any existing facilities of the District. These terms exclude, however, the furnishing and installing of any capital item costing more than \$500.00 and having a useful life of two (2) or more years. The sum of \$500.00 shall be modified annually in an amount equal to the change in the Consumer Price Index on January 1 of each year of this agreement. Furnishing or installing any such item shall be billed to the District based on actual installed cost. Replacements of one section of pipe less than a full length will be deemed "repairs"; those involving a full length or more will be deemed "improvements and betterments".

2.5 The term "actual installed cost" shall include the cost of materials, supplies, paving, labor, services or other items consumed or employed in the construction and installation of any replacement or addition, betterment, improvement plus the Authority's most recent audited overhead rate to cover the administrative costs of construction workers and the purchase and storing of materials and supplies.

2.6 (a) The term "Tariff" means the Rules for the Sale of Water and the Collection of Rents and Charges duly adopted by the Authority and filed in the office of the Clerk of the County of Erie. This term shall also include any additions, revisions, changes or modifications to said Tariff that may be adopted by the Authority.

(b) The Authority agrees to provide the Town with a copy of its Tariff and to promptly supply such Tariff amendments to the Town when adopted. Said documents will be sent to the Clerk of the Town of Alden, at the Alden Town Hall, 3311 Wende Road, Alden, New York 14004.

2.7 The term "customer" shall be as defined in the Authority's Tariff.

III. CHARGES FOR THE SUPPLY OF WATER

3.1 On and after the effective date of this Agreement, the Authority, upon receipt of a written application, will furnish a supply of water to those persons to be served by Districts Exchange & Zoeller and to such residents and inhabitants thereof, who shall apply to the Authority for the service of water while any term of this Agreement remains in effect. However, nothing herein contained shall obligate the Authority to make, provide or install any main extensions to or from the existing facilities of Districts Exchange & Zoeller.

3.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the District and its customers shall be strictly in accordance with and governed in all respects by the Authority's Rules for the Sale of Water and the Collection of Rents and Charges as well as any amendments or changes thereof which may be duly promulgated and adopted.

3.3 By entering into this Agreement, District adopts as water rates to be paid by the customers in Districts Exchange & Zoeller the rates and charges for water as set forth in the Authority's Tariff, and the District further adopts the rules and regulations for the operation of Districts Exchange & Zoeller and the use of water therein as set forth in the Authority's Tariff including amendments. The District further agrees to make its employees and officers responsible for assisting the Authority in the implementing of such rules and regulations including, but not limited to, assisting in the prosecution of those who take water without payment.

3.4 The District further agrees that upon notification by the Authority that any customer of Districts Exchange & Zoeller is in arrears in the payment of water charges for thirty (30) days or longer, the District will proceed to collect such unpaid charges together with the interest and penalties prescribed by the Authority's Tariff in the manner provided in Section 198, paragraph 3(d) of Town Law as well as any revisions and amendments thereto and, when so collected, will pay the said unpaid charges together with such interest and penalties as prescribed by the Authority's Tariff.

3.5 The District further agrees to pay the Authority the charges for Public Fire Protection as set forth in the Authority's Tariff, the extent applicable to the watermain extensions in Appendix A.

IV. DISTRICT'S DUTY TO PROVIDE FACILITIES

4.1 It is mutually understood and agreed that it is the sole obligation of the District to furnish and install at its own cost and expense such facilities within Districts Exchange & Zoeller as are required to provide an adequate supply of water at proper pressure for domestic, commercial, industrial and agricultural use as well as for public and private fire protection within the District.

4.2 The District may at its own cost and expense make additions, betterments and improvements to the operating plant and property of the District to provide an adequate supply of water for residents and inhabitants of Districts Exchange & Zoeller including those residents not now served with a public water supply, and for the purpose of providing adequate and proper fire protection in and for them.

4.3 The District will require that any additions, betterments and improvements will be designed and installed in accordance with the Authority's specifications. Construction inspection on such projects is the responsibility of the District, and said inspection shall meet the Authority's inspection standards. The Authority may also elect to inspect such construction and may require correction of work which does not conform with its standards.

4.4 Upon completion of construction of new facilities, the District will supply to the Authority as-built drawings for its operation of said facilities. The as-built drawings will contain a description and the dimensions of all pipes, valves, hydrants, and other appurtenances constructed in public areas of Districts Exchange & Zoeller. Drawings will be delivered within 90 days of the District's acceptance

of the new facilities and will be in the form as specified in the Authority's standard construction details.

V. AUTHORITY'S DUTY TO OPERATE, MAINTAIN AND REPAIR THE FACILITIES OF THE DISTRICT

5.1 Except as otherwise provided for in this Agreement, the Authority agrees to operate, maintain and repair Districts Exchange & Zoeller facilities at its own expense. The Authority will also provide such additions, betterments and improvements as may be requested by District officials and will bill the District for the actual installed cost of all such additions, betterments and improvements.

5.2 Legal title to the replacements, additions, betterments and improvements described shall remain the property of the Authority until reimbursement has been made by the District. The District agrees to reimburse the Authority in the amount billed on or before the close of the District's fiscal year in which such bill was rendered by the Authority. If reimbursement is not made within said fiscal year, the District agrees to provide funds therefore in the District's budget for the following fiscal year and will reimburse the Authority for all unpaid bills of any previous fiscal year within ninety (90) days after the commencement of the District's next fiscal year.

5.3 Upon receipt of an application and deposit payment by a District customer, the Authority will install service connections to Districts Exchange & Zoeller mains, curb boxes, meters, meter couplings, and like devices, all in accordance with the Authority's Tariff and standards. Curb boxes are to be located at a highway right-of-way line. The Authority should contact the Town Engineering Department for assistance in locating a right-of-way line, as necessary. The meters mentioned in this section shall belong to the Authority and may be removed by the Authority at the termination of this Agreement.

5.4 Upon receipt of a certified copy of a resolution of the District's Board requesting the installation of additional hydrants and specifying the locations where the same are to be placed upon the mains of Districts Exchange & Zoeller, the Authority will, at its initial cost and expense but subject to reimbursement by the District of the actual installed cost as herein provided, place and install the hydrant(s) and hydrant connection(s) in accordance with Authority Standards.

5.5 The District understands that the Authority will accept only limited maintenance responsibility for mains strapped to bridges. The Authority's responsibility for maintenance to such mains will be limited to the amount of average repair costs for all mains of that size in the preceding year. Any costs incurred in repairing mains strapped to a bridge over and above such average costs will be the responsibility of the District. The District recognizes that it is the Authority's intention at some later date to establish a Tariff rate for inspection of mains strapped to bridges and for maintenance of pressure relief valves and altitude valves. Any pressure relief valves, altitude relief valves, or mains strapped to bridges installed or owned by the District will be subject to such maintenance and inspection fees when and if established by the Tariff.

5.6 When requested by the District in writing, the Authority will also furnish and install connections to and interconnections between the mains owned by the parties at such locations and in such manner as the parties shall hereafter mutually agree upon. Any such connections and interconnections made by the Authority during the term of this Agreement shall be severed and

disconnected at the Authority's own cost and expense in such manner as the Authority shall determine at the termination thereof. It is further agreed by the parties that upon termination of this agreement, the District will reimburse the Authority for the actual cost paid or incurred by the Authority for unused materials and supplies obtained in conjunction with its performance of this agreement that cannot be utilized by the Authority in the maintenance and operation of its own water supply system. All materials so paid for by the District shall become the property of the District, and upon receipt of payment the Authority shall deliver such materials and supplies to the District.

5.7 The parties hereto agree and each shall keep and maintain during the term of this agreement an inventory of each item of property furnished, installed and paid for. The inventory shall show the actual cost and the date of installation thereof, together with the necessary and appropriate maps, blueprints and engineering records covering such installation in accordance with the Procedures and Specifications of the Authority and any changes, amendments and revisions thereto. The Authority during the term of this Agreement will make its books, records and accounts available upon reasonable notice and during normal business hours for examination by the District or its agent with respect to the actual installed costs of any property installed by the Authority and billed to the District.

VI. SERVICE OUTSIDE THE DISTRICT

6.1 Only with written consent of the Authority may the District permit a person or corporation owning real property contiguous to the boundaries of Districts Exchange & Zoeller to purchase water supplied by the facilities of the District. Such consent will not be unreasonably withheld.

6.2 It is further mutually understood and agreed that the Authority may at its own cost and expense make other additions, betterments and improvements within the territorial limits of the Districts Exchange & Zoeller when economically feasible in order to provide an adequate supply of water at proper pressure:

- a. to future extensions of the District and to Water Districts that may hereafter be established by the Town, and
- b. to other areas within which the Authority is authorized and empowered to serve water.

The Authority will consult with the District prior to undertaking additions, betterments and improvements outside the District. The District further agrees that such improvements may be installed at such location or locations as the Authority may determine and that the same may be connected and interconnected with the facilities of the District to the extent and in such manner as the Authority shall determine. Legal title to the additions, betterments and improvements installed by the Authority pursuant to this paragraph shall be and shall remain in the Authority.

6.3 It is further mutually understood and agreed that the District will permit the Authority to use the facilities of the District without the imposition of any rentals or other charges therefore and to transport water to areas located outside and beyond the limits of the District, which consent shall not be unreasonably withheld. It is further understood and agreed that such use of facilities of the District by the Authority to serve out-of-District customers will not reduce the supply of water to render it insufficient for the District or its inhabitants.

VII. RECOGNITION OF SYSTEM OBSOLESCENCE AND RESPONSIBILITY TO PLAN FOR REPLACEMENT

7.1 The District recognizes that mains, valves, hydrants, tanks, pumping stations and other appurtenances of a water system have fixed use lives and that prudent management requires planning for their regular replacement. While some elements of a water system may last as long as eighty (80) years, others require replacement after twenty (20) years or less. The District recognizes and commits itself to a reinvestment in its system which, when fixed over a period of sixty (60) years, will amount to no less than the full original cost of the system.

7.2 The District further recognizes that Chapter 323, Legislative Session of the State of New York, 1989, granted to the governing Board of the Water Improvement District the right to establish capital reserve funds for the construction, betterment or acquisition of a water system. The District further recognizes that the net cost to the user over the life of a water system is substantially lower if capital reserves are accumulated and improvements are made on a pay-as-you go basis.

7.3 The District recognizes that pursuant to this Agreement, the Authority has assumed many of the responsibilities of the Town's Water Department. As a result, the Authority needs a procedure for making capital proposals to Districts Exchange & Zoeller and the Town of Alden. It is, therefore, expressly agreed that the District will as a part of its regular capital budget process solicit from the Authority proposals at the same time and in the same manner that it does for its other departments and improvement districts. In conjunction with this arrangement, the District agrees that the Authority will be afforded an opportunity to appear at such administrative and legislative hearings as the Town and Water District Board normally conduct and will be afforded the opportunity to make presentations related to its capital proposals at such hearings and meetings.

VIII. RECOGNITION OF OBLIGATIONS IN THE EVENT OF REGULATORY ACTION

8.1 The parties acknowledge that both the District and the Authority may be subject to regulatory actions by various county, state and federal agencies and, as a result of such regulatory action changes in operating procedures and capital improvements may be required. The District specifically recognizes its obligation to provide promptly the funds to cover the costs of any capital improvements in its system necessitated by local, state or federal regulatory action. The Authority agrees to make at its initial cost and expense such capital investments to meet these regulatory requirements as the District or a responsible public official may request, subject to reimbursement by the District in its next fiscal year. The Authority also recognizes its responsibility to make such operating changes as may be required by state, federal or county regulatory action.

8.2 From time to time the Authority will suggest to its municipal customers proposals for local laws and ordinances for the protection, enhancement and management of the Town's water system. The District agrees to review and enact such proposals as the Town deems in the Town's best interest.

IX. EFFECTIVE DATE AND TERM

9.1 The term of this Agreement shall be for a period of ten (10) years from the date hereof and for successive ten-year periods thereafter unless a notice of intent to renegotiate or terminate said

Agreement is given by one party to the other one year prior to the expiration of one of the ten-year periods. It is further agreed that the terms of this Agreement may be modified from time to time to such extent as the parties hereto may mutually agree upon in writing.

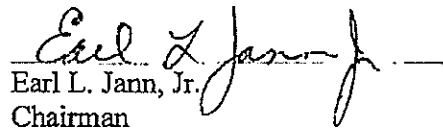
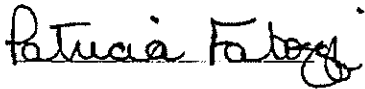
X. ASSIGNMENT

The parties agree that this Agreement shall not be assigned or assumed without the express written consent of both the Town and the Authority.

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

WITNESS:

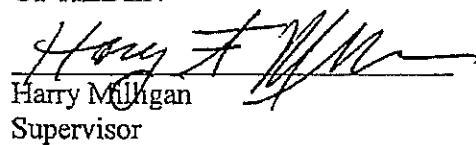
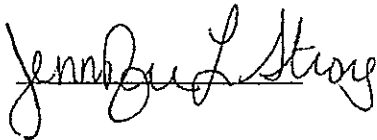
ERIE COUNTY WATER AUTHORITY



Earl L. Jann, Jr.
Chairman

WITNESS:

**TOWN BOARD OF THE TOWN
OF ALDEN**



Harry Milligan
Supervisor

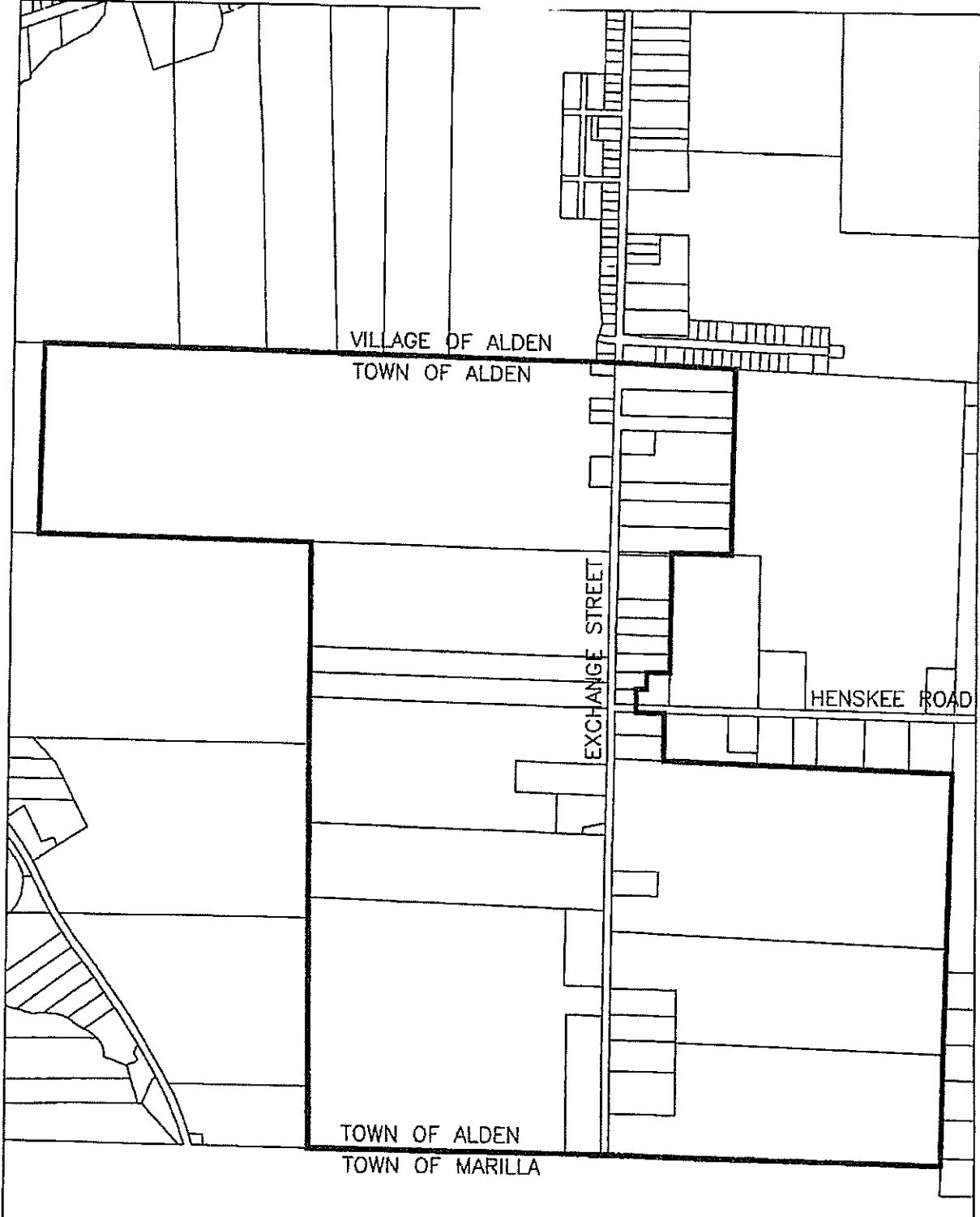
TOWN OF ALDEN WATER DISTRICT
EXCHANGE ST.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Alden, County of Erie State of New York, being part of lots 22, 23 and 69 of Township 10, Range 5 of the Holland Land Company's survey and all of Lots 20, 21, 24, 25, 26 and 27 of Township 10, Range 5 of the Holland Land Company's survey bounded and described as follows:

BEGINNING AT A POINT of intersection of the east line of the Town of Alden and the north line of the Town of Marilla, said point being the southeast corner of Liber 11108 of deeds at page 7983; thence westerly along said Township line and the south line of Liber 11108, page 7983 and the south lines of 11010, page 4957 and Liber 11071, page 4060 to the southwest corner of said Liber 11071, page 4060; thence north along the westerly line of said Liber 11071, page 4060 and the westerly lines of Liber 10891, page 1335, Liber 11112, page 6721, Liber 8173, page 175, Liber 10913, page 1392 to the south line of Liber 8875, page 333; thence westerly along the south line of said Liber 8875, page 333 to the southwest corner of said Liber 8875, page 333; thence northerly along the west line of said Liber 8875, page 333 to the northwest corner of said Liber 8875, page 333, said point being on the south line of the Village of Alden; thence easterly along said Village line and the northerly lines of Liber 8875, page 333, Liber 6790, page 357 and Liber 10861, page 730 to the northeast corner of said Liber 10861, page 730; thence southerly along the easterly line of said Liber 10861, page 730 and the easterly lines of Liber 11079, page 1957, Liber 7669, page 551, Liber 8800, page 522, Liber 10915, page 6384, Liber 11071, page 8982 to the southeast corner of said Liber 11071, page 8982; thence westerly along the southerly line of said Liber 11071, page 8982 to its intersection with the easterly line of Liber 10906, page 7702; thence southerly along the easterly line of said Liber 10906, page 7702 and the easterly lines of Liber 10354, page 2, Liber 10838, page 397, Liber 11166, page 7800, Liber 11171, page 432, Liber 11187, page 2249 to the southeast corner of said Liber 11187, page 2249; thence westerly along the south line of said Liber 11187, page 2249 to its intersection with the easterly line of Liber 11215, page 3800; thence southerly along the easterly line of said Liber 11215, page 3800 to the south line of said Liber 11215, page 3800; thence westerly along the south line of said Liber 11215, page 3800 to its intersection with the easterly line of Liber 11110, p. 8547; thence southerly along the easterly line of said Liber 11110, p. 8547 and an extension southerly of said line to its intersection with the northerly line of Liber 11019, page 7768; thence easterly along the northerly line of said Liber 11019, page 7768 to the northeast corner of said Liber 11019, page 7768; thence southerly along the easterly line of said Liber 11019, page 7768 and the easterly line of Liber 11135, page 3635 to its intersection with the northerly line of Liber 10983, page 6633; thence easterly along the northerly line of said Liber 10983, page 6633 to the northeast corner of said Liber 10983, page 6633, thence southerly along the easterly line of said Liber 10983, page 6633 and the easterly lines of Liber 7961, page 41 and said Liber 11108, page 7983 to the point of beginning.

Intending to describe premises fronting on the east and west side of Exchange Street
between the south line of the Village of Alden and the north line of the Town of Marilla.

EXCHANGE STREET WATER DISTRICT



**TOWN OF
ALDEN, NY**

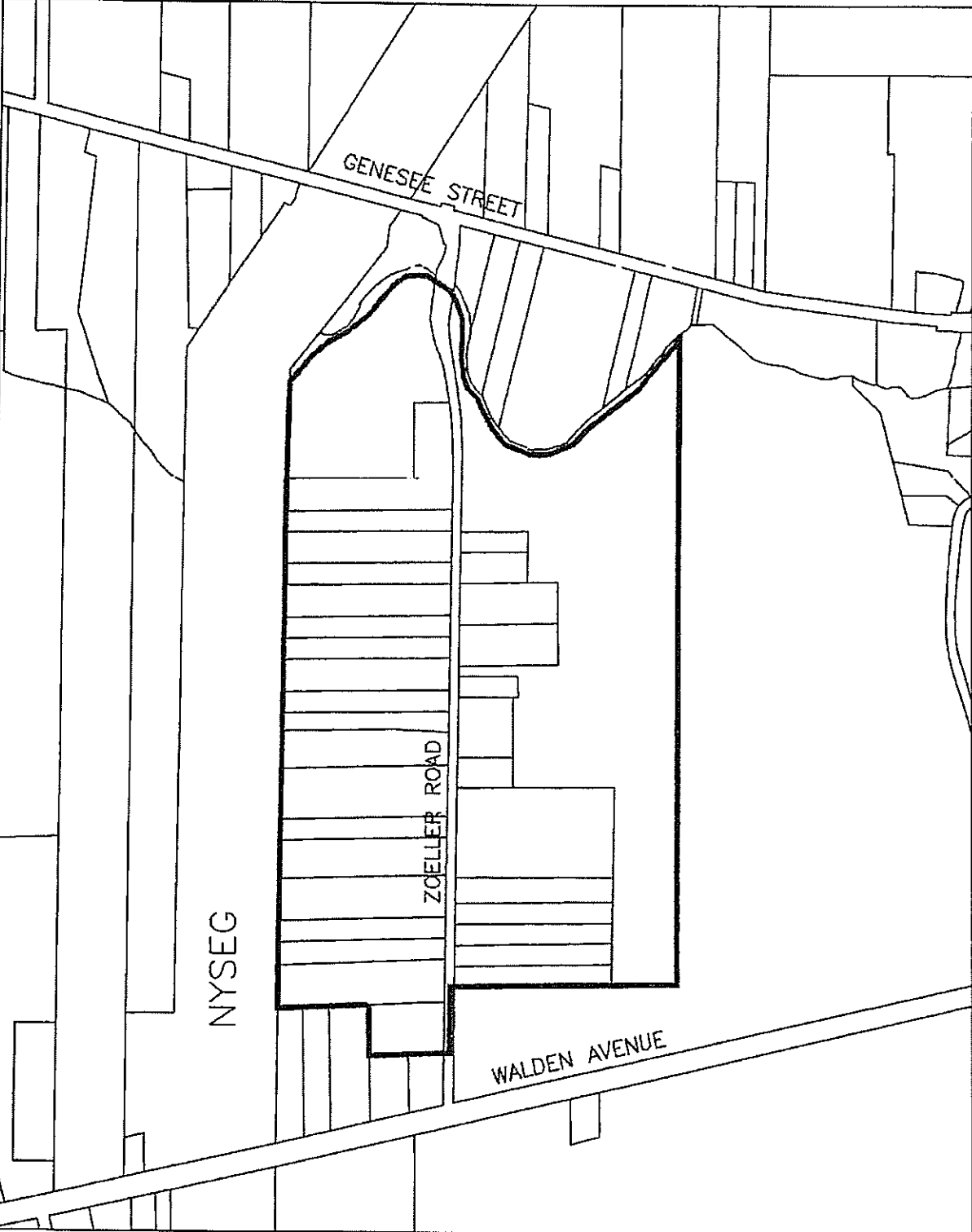


**TOWN OF ALDEN
ZOELLER ROAD WATERLINE
DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Alden, County of Erie and State of New York, being part of Lot 45 of Township 11, Range 5 of the Holland Land Company's Survey bounded and described as follows:

BEGINNING AT A POINT in the centerline of Zoeller Road at the southeast corner of Liber 10047, page 31; thence westerly along the south line of Liber 10047, page 31 to the southwest corner thereof; thence northerly along the westerly line of Liber 10047, page 31 to the south line of Liber 10995, page 1828; thence westerly along the south line of Liber 10995, page 1828 to the southwest corner thereof; thence northerly along the west lines of Liber 10995, page 1828, Liber 11080, page 2335, Liber 8340, page 225, Liber 10939, page 706, Liber 10926, page 1601, Liber 8693, page 287, Liber 11009, page 8034, Liber 10887, page 4537, Liber 10893, page 413, Liber 10933, page 7238, Liber 6886, page 432, Liber 9721, page 633, Liber 10227, page 777, Liber 10932, page 7898, Liber 10890, page 7465, Liber 8248, page 517, Liber 8453, page 83, Liber 11121, page 7063 and Liber 9307, page 477 to the center of Ellicott Creek being the southerly line of Alden Water District 4, Area 5; thence northeasterly along the centerline of Ellicott Creek as it winds and bends and along the southerly line of said Alden Water District 4, Area 5 to the centerline of Zoeller Road, which point is a southeasterly corner in said Alden Water District 4, Area 5 and also a southwesterly corner in Alden Water District 2; thence southerly, easterly and northerly along the centerline of Ellicott Creek as it winds and bends and also along the southerly line of said Alden Water District 2 to the east line of Liber 9289, page 149, thence southerly along the east line of Liber 9289, page 149 to the southeast corner thereof; thence westerly along the south line of Liber 9289, page 149 to the southeast corner of Liber 10977, page 9028; thence westerly along the south line of Liber 10977, page 9028 to the centerline of Zoeller Road; thence southerly along the centerline of Zoeller Road to the point of beginning.

ZOELLER ROAD WATER DISTRICT



**TOWN OF
ALDEN, NY**



**METZGER
CIVIL
ENGINEERING**

**EXTRACT FROM THE MINUTES OF THE MEETING OF THE
ERIE COUNTY WATER AUTHORITY
MAY 12, 2015**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 12th day of May, 2015, a quorum being present, the following resolution was adopted:

WHEREAS, The Erie County Water Authority ("Authority") and the Town Board of the Town of Alden ("Town") acting as Water Commissioners for Exchange Street Water District and Zoeller Road Water District of the Town of Alden including all extensions thereof ("Districts Exchange & Zoeller") have been negotiating for a lease management agreement to undertake and operate Districts Exchange & Zoeller; and

WHEREAS, The Town has determined it advisable to install two water main extensions in certain areas of Exchange Street and Zoeller Road as additions to the water system facilities in numerous water districts and water improvement areas within the Town, all of which water districts and water improvement areas are subject of a direct service agreement between the Town and ECWA fully executed June 13, 2013; and

WHEREAS, The Town has created Districts Exchange & Zoeller as described in attached Appendix A in accordance with the provisions of Town Law, Section No. 198, to facilitate that goal, and is now or in the near future expects to be the owner of facilities to be employed in the sale and distribution of water to consumers in said district; and

WHEREAS, The Authority was created to provide a safe and adequate supply of water to the residents of Erie County and has the capacity and expertise to operate and manage the District's facilities; and

WHEREAS, The Authority and the Town find it mutually advantageous for the Authority to furnish a supply of water to Districts Exchange & Zoeller and to operate and manage the District's facilities; and

WHEREAS, Under the date of April 27, 2015, the Town Board by resolution authorized execution of the Authority's Lease Management Agreement; and

WHEREAS, The Town has submitted a Lease Management Agreement for Districts Exchange & Zoeller for the sale and distribution of water to the customers in said district, whereby the Authority agrees to manage and operate said district, which by said agreement is leased to the Authority for that purpose, treating each of the customers therein as retail customers and charging the customers therein for the sale of water the same rates and charges as are imposed on other customers throughout the Authority's territory not under lease management; and

CERTIFICATION

I, **JOSEPH T. BURNS**, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 12th day of May, 2015 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this 12th day of May, 2015.

A handwritten signature in black ink, appearing to read 'J.T. Burns', followed by a horizontal line.

Joseph T. Burns
Secretary to the Authority

(SEAL)

WHEREAS, The term of this Agreement shall be for a period of ten (10) years from the date hereof and for successive ten-year periods thereafter unless a notice of intent to renegotiate or terminate said Agreement is given by one party to the other one year prior to the expiration of one of the ten-year periods; and

WHEREAS, Jacqueline C. Mattina, Deputy Associate Counsel and Robert J. Lichtenthal, Jr., Deputy Director have reviewed said Agreement and recommend entering into the Agreement with the Town;

NOW, THEREFORE, BE IT RESOLVED:

That the Chairman is hereby authorized to execute the Lease Management Agreement and any other necessary documents with the Town under the terms and conditions set forth in the Agreement and any modifications thereof; and be it further

RESOLVED: That the Secretary be and he hereby is authorized and directed to forward a certified copy of this resolution to the Town along with a copy of the duly executed Agreement.

A motion was made by Mr. Anderson seconded by Mr. Schad and carried to adopt the foregoing resolution.

APPENDIX E.

TOWN ASSESSOR'S DISTRICT ASSESSMENT PLAN

Cayuga Creek Proposed Water

5/6/2020

Tax Map	Street	Primary Owner	2020 Asmnt	Front	1st FRT	2nd FRT	Bal FRT
130.00-2-1.2	VL Cayuga Creek	Aldinger, Wayne	\$48,000	1533.00	100.00	100.00	1333.00
118.00-6-1	702 Three Rod	Aldinger, Wayne	\$312,100	1250.00	100.00	100.00	1050.00
119.00-4-10.2	VL Three Rod	Aldinger, Wayne	\$160,400	3275.00	100.00	100.00	3075.00
130.00-2-9	220 Cayuga Creek	Bush, Dennis	\$165,000	150.00	100.00	50.00	0.00
130.00-2-2	117 Cayuga Creek	Camarre, James P	\$320,000	1660.00	100.00	100.00	1460.00
130.00-2-8	200 Cayuga Creek	Chadsey, Deborah J	\$150,000	150.00	100.00	50.00	0.00
118.00-6-3	586 Three Rod	Henke Ryan	\$142,000	188.87	100.00	88.87	0.00
130.00-2-6.1	134 Cayuga Creek	Hensley, William B II	\$149,000	333.50	100.00	100.00	133.50
130.00-2-6.2	150 Cayuga Creek	Hensley, William B II	\$14,000	150.00	100.00	50.00	0.00
130.00-2-21.11	586 Cayuga Creek	Huett, Natalie	\$204,000	200.00	100.00	100.00	0.00
130.00-2-21.22	548 Cayuga Creek	Hycner, Kenneth K	\$207,000	100.00	100.00	0.00	0.00
130.00-2-22.1	606 Cayuga Creek	Kelly, Shawn P Jr	\$155,000	284.00	100.00	100.00	84.00
130.00-2-23.12	371 Cayuga Creek	Koch, Robert D	\$254,300	200.00	100.00	100.00	0.00
118.00-6-2	662 Three Rod	Kolb Charles	\$135,000	590.70	100.00	100.00	390.70
130.00-2-24	VL Cayuga Creek	Krauss, Edward	\$14,000	320.00	100.00	100.00	120.00
130.00-2-21.21	562 Cayuga Creek	Leibring, Carey	\$93,000	100.00	100.00	0.00	0.00
130.00-2-7	180 Cayuga Creek	Loftus, Joseph E	\$110,000	160.00	100.00	60.00	0.00
130.00-2-4	5 Cayuga Creek	Luderman, Lee Ann	\$110,000	91.55	91.55	0.00	0.00
130.00-2-3	VL Cayuga Creek	Luderman, Lee Ann	\$21,400	445.00	100.00	100.00	245.00
130.00-2-5	48 Cayuga Creek	Lund, George J	\$155,000	603.00	100.00	100.00	403.00
130.00-2-6.3	168 Cayuga Creek	Payne, Linda	\$119,000	150.00	100.00	50.00	0.00
130.00-2-23.15	345 Cayuga Creek	Rebmann, Susan	\$265,000	213.00	100.00	100.00	13.00
119.00-4-10.1	861 Three Rod	Reiner, David P	\$145,000	200.00	100.00	100.00	186.25
130.00-2-23.14	407 Cayuga Creek	Schwab, Timothy J	\$252,000	200.00	100.00	100.00	0.00
130.00-2-10	240 Cayuga Creek	Snyder, Michael	\$43,200	165.00	100.00	35.00	0.00
130.00-2-11	262 Cayuga Creek	Snyder, Richard L	\$96,000	330.00	100.00	100.00	130.00
119.00-4-9	441 Cayuga Creek	Thorpe's Organic Farms	\$294,000	247.50	100.00	100.00	47.50
130.00-2-21.3	534 Cayuga Creek	Varshay, Ronald	\$219,000	200.00	100.00	100.00	0.00
130.00-2-1.1	VL Cayuga Creek	Weisbeck, Thomas	\$87,400	571.00	100.00	100.00	371.00
130.00-2-23.11	333 Cayuga Creek	Wilcox, Paul L	\$151,000	413.60	100.00	100.00	213.60
130.00-2-23.13	389 Cayuga Creek	Wood, Matthew J	\$260,000	200.00	100.00	100.00	0.00
Total			\$4,850,800	14,675	3,092	2,514	9,256