

**WAYNE COUNTY WATER AND SEWER AUTHORITY  
BOARD MEETING MINUTES**

**Meeting of:** January 28, 2020

**Location:** Wayne County Water & Sewer Authority Operations Center, Walworth, New York

**Present:** LaVerne Blied, Jean Johnson, David Scudder, Dan LaGasse, William Hammond, Donald Ross, Lori Furguson

**Absent:** Robert Hutteman, Mark Humbert

**Advisors Present:** Michael Howard, General Counsel

**Staff Present:** Martin J. Aman, Executive Director  
Jason Monroe, Director of Operations  
Derek Ceratt, Technical Director  
Peter DiBenedetto, Operational Support  
Jessica Freling, Administrative Assistant  
Demaris Verzulli, Secretary of the Meeting  
Sheryl LaDelfa, Accounting Manager (Financials portion only)

**Visitors:** Zach Bartlett

Chairman LaVerne Blied called the meeting to order at 4:00 p.m. and led the Pledge of Allegiance.

**I. Election of Officers:** Mr. Blied turned the meeting over to Mr. Howard for the annual election of officers.

Mr. Howard reported that the Nominating Committee has recommended the slate of officers for 2020 as LaVerne Blied, Chairman; Robert Hutteman, Vice Chairman; David Scudder, Secretary and Jean Johnson, Treasurer. He asked for a motion to appoint that slate of officers. After due discussion and deliberation, Ms. Furguson moved, Mr. Ross seconded, and all members present unanimously approved the following resolution:

RESOLVED, that the following slate of officers of the Authority be appointed for 2020:  
LaVerne Blied, Chairman; Robert Hutteman, Vice Chairman; David Scudder, Secretary;  
Jean Johnson, Treasurer.

Mr. Howard then turned the meeting over to the Chairman, Mr. Blied.

**II. Chairman's Report**

**Adoption of Minutes** After due discussion and deliberation, Mr. Scudder moved, Mr. LaGasse seconded and all members present, with the exception of Mr. Ross, who abstained, approved the following resolution:

RESOLVED, that the minutes of the December 17, 2019 meeting of the Wayne County Water and Sewer Authority be accepted with no changes.

**Correspondence:** None

### **Designate WA Official Newspapers for 2020**

It was agreed that the Authority will continue in 2020 to use the Times of Wayne County and Lakeshore News as the legal papers for the Authority. Mr. Hammond moved, Ms. Furguson seconded and all members present unanimously approved the following resolution:

RESOLVED, that the Wayne County Water & Sewer Authority is directed to designate the legal papers as the Times of Wayne County and the Lakeshore News for the year 2020. Ms. Freling is to be directed to notify the papers and place an ad to notify the public.

### **2020 Meeting Schedule**

A schedule of meetings for the upcoming year was distributed. All members present agreed to keep the 4<sup>th</sup> Tuesday of each month at 4:00 p.m. for the scheduled meetings. Ms. Furguson moved, Mr. Hammond seconded and all members present unanimously approved the following resolution:

RESOLVED, that the regular Board meetings of the Wayne County Water & Sewer Authority will take place on the 4<sup>th</sup> Tuesday of each month at 4:00 p.m. Ms. Freling is to be directed to notify the public with ads in the legal papers according to the Open Meetings Law.

### **Discuss Committees & Committee Assignments**

After due discussion and deliberation, Mr. LaGasse moved, Mr. Scudder seconded and all members present unanimously approved the following resolution:

RESOLVED, that the memberships of the Board members in the Audit, Finance and Governance Committees be extended for one year.

### **Review/Adopt Engineering Services Rate Schedule**

Mr. Aman presented the Standard Hourly Rate Schedule from MRB Group, the Authority's engineering firm. After reviewing and discussing the schedule, Mr. LaGasse moved, Ms. Furguson seconded and all members present unanimously approved the following resolution:

WHEREAS, the Authority has determined that it is in the best interest of the Authority to continue its engagement of the firm of MRB | group, Engineering, Architecture & Surveying, D.P.C. ("MRB Group") for engineering consulting; it is therefore

RESOLVED, that the Executive Director of the Authority is hereby authorized and directed to accept the Standard Hourly Rate Schedule (a copy of which is attached hereto) providing for engineering services for 2020 with MRB Group as engineering consultants to the Authority.

### **Review/Adopt Legal Services Agreement**

Mr. Howard presented a letter clarifying and confirming the terms and conditions of his engagement as legal counsel to the Authority during 2020. After due discussion and deliberation, Mr. Scudder moved, Ms. Johnson seconded and all members present unanimously approved the following resolution:

WHEREAS, the Authority recognizes the need to enter into written agreements for professional services including those of its legal counsel in order to determine the applicable contract period, the services to be provided and the basis for compensation of those services; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority to continue and renew its contract with Michael A. Howard, Esq. on the terms set forth in the Engagement Agreement (a copy of which is attached hereto); it is therefore

RESOLVED, that the Executive Director of the Authority is hereby authorized and directed to execute the Engagement Agreement providing for legal services for 2020 with Michael A. Howard, Esq. as Legal Counsel to the Authority.

Mr. Aman reminded the Board that the Authority has engaged Boylan Code as Special Counsel for litigation and employment law matters. He exhibited a letter from Boylan Code clarifying and confirming the terms and conditions of Boylan Code's engagement as Special Counsel to the Authority. After due discussion and deliberation, Ms. Furguson moved, Mr. Hammond seconded and all members present unanimously approved the following resolution:

WHEREAS, the Authority recognizes the need to enter into written agreements for professional services including those of its legal counsel in order to determine the applicable contract period, the services to be provided and the basis for compensation of those services; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority to continue and renew its contract with Boylan Code, LLP as Special Counsel to the Authority for employment law, litigation and other specified matters on the terms set forth in the Engagement Agreement (a copy of which is attached hereto); it is therefore

RESOLVED, that the Executive Director of the Authority is hereby authorized and directed to execute the Engagement Agreement providing for specified services for 2020 with Boylan Code, LLP as Special Counsel to the Authority.

### **Review/Adopt Systems Integrator Services Proposal**

Mr. Aman presented and discussed a Services Proposal from Colacino Industries, the Authority's designated professional SCADA/control system service provider, for related maintenance services. After due discussion and deliberation, Mr. Hammond moved, Mr. Scudder seconded and all members present unanimously approved the following resolution:

WHEREAS, the Authority has determined that it is in the best interest of the Authority to continue its engagement of the firm of Colacino Industries as SCADA/control system service provider, including related maintenance services; it is therefore

RESOLVED, that the Executive Director of the Authority is hereby authorized and directed to accept the 2020 Services Proposal, including hourly rates (a copy of which is attached hereto) from Colacino Industries for miscellaneous SCADA maintenance services.

### **III. Treasurer's Report**

Ms. Johnson presented the abstract and bills.

After due discussion and deliberation, Mr. Hammond moved, Mr. LaGasse seconded and all members present unanimously approved the following resolution:

RESOLVED, that the following claims are hereby authorized and directed to the Treasurer for payment: Vouchers 20-01 to 20-212 totaling \$819,476.66.

Ms. Johnson presented the Financial Statements for the month of December. After due discussion and deliberation, Ms. Furguson moved, Mr. Ross seconded and all members present unanimously approved the following resolution:

RESOLVED, that the Wayne County Water and Sewer Authority's Monthly Financial Statements for December 2019 be approved and accepted.

**IV. Agenda Items**

**Regional Water Storage Tank Update**

Mr. Aman reported that all the participating municipalities have signed the Service Agreement/IMA, and he has eight executed original documents. Execution of this agreement was a condition precedent to project financing under the Authority's Initial Bond Resolution. Mr. Aman reported that the Authority has received a NYS Intermunicipal Water Infrastructure Grant for \$3.9 million, which will be in addition to the \$500,000 Northern Borders Grant and the \$250,000 grant obtained through State Senator Pamela Helming. With two large projects beginning, it was necessary to analyze the Authority's cash flow; therefore a meeting with Bernard P. Donegan, Inc. was held to discuss the funding strategy with bond counsel, technical consultants and legal counsel in attendance. Based on those discussions, Mr. Aman recommended that the Authority issue a BAN for a term not to exceed two years to bridge through the design stage and some initial construction costs. Mr. Howard explained the two-step process recommended by bond counsel: first resolve to amend the Initial Bond Resolution to reference the change in project scope as described in the amended SEQRA declaration, and then resolve to issue the Bond Anticipation Notes.

On motion duly made by Mr. Ross and seconded by Mr. Scudder, the following resolution was placed before the members of the Wayne County Water and Sewer Authority:

RESOLUTION AMENDING INITIAL BOND RESOLUTION DATED JUNE 26, 2018 RELATING TO TAKING OFFICIAL ACTION TOWARD AND AUTHORIZING THE ISSUANCE BY THE WAYNE COUNTY WATER AND SEWER AUTHORITY OF ITS WATER AND SEWER SYSTEM REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$10,500,000.

WHEREAS, by Title 8-E of Article 5 of Chapter 43-A of the Consolidated Laws of the State of New York, as amended, (hereinafter collectively called the "Act"), the Wayne County Water and Sewer Authority (hereinafter called the "Authority") was created with the authority and power to acquire, construct and develop water supply systems, water distribution systems, sewerage treatment facilities and sewerage disposal systems, and to own, operate, maintain, repair, improve, reconstruct, enlarge and extend such water supply systems, water distribution systems, sewerage treatment facilities and sewerage disposal systems in the manner and subject to the limitations imposed by said act and to borrow money and issue negotiable bonds or notes for its corporate purposes and to fix and collect rates and charges for the use of the facilities of or services rendered by the Authority as authorized by the Act; and

WHEREAS the Authority has previously entered into a certain Indenture of Trust, dated as of March 1, 2001, (the "Original Indenture") originally with HSBC Bank USA, as trustee and currently with U.S. Bank National Association, as successor trustee thereunder (the "Trustee"), pursuant to which the Authority may provide for the issuance, from time to time, of its Water and Sewer System Revenue Bonds and Bond Anticipation Notes to finance or refinance the acquisition, construction, reconstruction and installation of certain additional improvements to the Authority's water and sewer system facilities, and

WHEREAS, the Authority has previously issued multiple series of its Water and Sewer System Revenue Bonds pursuant to the Original Indenture, as supplemented from time to time by Supplemental Indentures entered into in accordance with Article II of the Original Indenture between the Authority and the Trustee (such Indenture of Trust, as amended, modified and supplemented from time to time by one or more Supplemental Indentures, being hereinafter referred to as the "Indenture"); and

WHEREAS, the Authority is planning on undertaking certain capital improvements related to a regional water storage facility and related pumping and transmission improvements to serve the Towns of Arcadia, Huron, Lyons, Marion, Sodus and Williamson (the "Original Project") consisting of (i) the construction a new 2 million gallon regional water storage tank in the Town of Arcadia on lands owned by the Authority (the "Water Tank"), (ii) the installation of approximately 86,500 linear feet of water mains, (iii) the construction of a new pump station in the Town of Sodus, (iv) the installation of a new pressure-reducing valve and other improvements to the existing pump station in the Town of Williamson, (v) the acquisition of easements, licenses, permits and rights of way, and (vi) all ancillary and appurtenant improvements, costs and expenses related to the foregoing, including, without limitation, fire hydrants, valves, water main connections, road crossings, excavation costs, bedding materials, and surface restoration; and

WHEREAS, by resolutions of the Authority adopted on May 23, 2017, and July 25, 2017 (collectively, the "Original SEQRA Proceedings"), the Authority (i) determined that the Original Project constituted a Type I Action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation promulgated thereunder (collectively, "SEQRA"), (ii) assumed "lead agency" status for the purpose of conducting a coordinated review under SEQRA with respect to the Original Project; and (iii) determined that the Original Project will not have a significant adverse impact on the environment and issued a Negative Declaration under SEQRA to such effect; and

WHEREAS, by resolution dated June 26, 2018 (the "Initial Bond Resolution") this Board authorized the issuance by the Authority pursuant to the Indenture of up to \$10,500,000 of its Water and Sewer System Revenue Bonds (the "Bonds") to finance the Original Project, and in anticipation thereof the issuance in one or more series pursuant to the Indenture of up to \$10,500,000 Water and Sewer System Revenue Bond Anticipation Notes, with the specific terms, interest rates and principal amounts of each such series of such Bonds or bond anticipation notes to be approved and determined by a subsequent resolution of this Board and a supplemental indenture to the Indenture to be executed in connection therewith; and

WHEREAS, following the completion of the Original SEQRA Proceedings and the adoption of the Initial Bond Resolution, the Authority determined to update the Original Project scope by adding approximately 8,500 linear feet of additional water main installation along Heidenreich Road near the Water Tank within the Town of Arcadia (the Original Project, as so updated and modified, being hereinafter referred herein as the "Project"); and

WHEREAS, by resolution of the Authority adopted on December 17, 2019 (the "Amended SEQRA Resolution"), the Authority amended the Original SEQRA Proceedings, by determining that the Project, as so updated and modified, will not have a significant adverse impact on the environment and issued an amended Negative Declaration under SEQRA to such effect (the Original SEQRA Proceedings, as so amended by the Amended SEQRA Resolution, being referred to herein as the "SEQRA Proceedings"); and

WHEREAS, in view of the adoption of the Amended SEQRA Resolution, the Authority has determined to amend the Initial Bond Resolution to provide that the proceeds of the Bonds authorized thereunder and any bond anticipation notes issued in anticipation thereof shall be applied to finance the Project.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Water and Sewer Authority that the Initial Bond Resolution is hereby amended as follows:

Section 1. The fourth WHEREAS paragraph of the Initial Bond Resolution, containing the description of the "Project", is hereby amended to read as follows:

WHEREAS, the Authority now proposes to undertake certain capital improvements related to a regional water storage facility and related pumping and transmission improvements to serve the Towns of Arcadia, Huron, Lyons, Marion, Sodus and Williamson (the "Project") consisting of (i) the construction a new 2 million gallon regional water storage tank in the Town of Arcadia on lands owned by the Authority (the "Water Tank"), (ii) the installation of approximately 95,000 linear feet of water mains, (iii) the construction of a new pump station in the Town of Sodus, (iv) the installation of a new pressure-reducing valve and other improvements to the existing pump station in the Town of Williamson, (v) the acquisition of easements, licenses, permits and rights of way, and (vi) all ancillary and appurtenant improvements, costs and expenses related to the foregoing, including, without limitation, fire hydrants, valves, water main connections, road crossings, excavation costs, bedding materials, and surface restoration; and

Section 2. All references to the "Project" contained in the Initial Bond Resolution shall be deemed to refer to the "Project" as defined in the fourth WHEREAS paragraph thereof, as amended in Section 1 of this resolution.

Section 3. Except as specifically amended herein, all of the terms and provisions of the Initial Bond Resolution shall remain in full force and effect and are hereby ratified and affirmed.

Section 4. It is hereby found and determined that all formal actions of the Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Authority; and that all deliberations of the Authority and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 5. This resolution shall take effect immediately.

After due deliberation and discussion, the question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Mr. Scudder	VOTING	Aye
Ms. Johnson	VOTING	Aye
Ms. Furguson	VOTING	Aye
Mr. Hammond	VOTING	Aye
Mr. LaGasse	VOTING	Aye
Mr. Ross	VOTING	Aye
Mr. Blied	VOTING	Aye

The Resolution was thereupon declared duly adopted.

Mr. Aman reported that although the resolution authorizes a BAN of up to \$6 million, it is not expected that the Authority will issue a BAN that high, but it is prudent to approve the higher amount. On motion duly made by Mr. LaGasse and seconded by Ms. Furguson, the following resolution was placed before the members of the Wayne County Water and Sewer Authority:

RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY OF THE WAYNE COUNTY WATER AND SEWER AUTHORITY WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTES, 2020A IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$6,000,000 AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by Title 8-E of Article 5 of Chapter 43-A of the Consolidated Laws of the State of New York, as amended, (hereinafter collectively called the "Act"), the Wayne County Water and Sewer Authority (hereinafter called the "Authority") was created with the authority and power to acquire, construct and develop water supply systems, water distribution systems, sewerage treatment facilities and sewerage disposal systems, and to own, operate, maintain, repair, improve, reconstruct, enlarge and extend such water supply systems, water distribution systems, sewerage treatment facilities and sewerage disposal systems in the manner and subject to the limitations imposed by said act and to borrow money and issue negotiable bonds or notes for its corporate purposes and to fix and collect rates and charges for the use of the facilities of or services rendered by the Authority as authorized by the Act; and

WHEREAS, the Authority has previously entered into a certain Trust Indenture, dated as of March 1, 2001 (the "Trust Indenture"), with HSBC Bank USA, as trustee (the "Original Trustee"), pursuant to which the Authority may provide for the issuance, from time to time, of its Water and Sewer System Revenue Bonds and Bond Anticipation Notes to finance or refinance the acquisition, construction, reconstruction and installation of certain additional improvements to the Authority's water and sewer system facilities; and

WHEREAS, pursuant to an Agreement of Resignation, Appointment and Acceptance, dated as of November 17, 2011, by and among the Authority, the Original Trustee and U.S. Bank National Association ("USBNA"), (i) the Original Trustee resigned from its positions as trustee, registrar and paying agent under the Trust Indenture and assigned and transferred all of its rights and obligations under the Trust Indenture and all of its interest in and to the trust created thereunder to USBNA, (ii) the Issuer appointed USBNA as the successor trustee, registrar and paying agent under the Trust Indenture, and (iii) USBNA accepted such appointment and all of the rights, duties and interest transferred to it thereunder by the Original Trustee (acting in such capacity, USBNA is hereinafter referred to as the "Trustee"); and

WHEREAS, the Authority has previously issued multiple series of its Water and Sewer System Revenue Bonds pursuant to the Original Indenture, as supplemented from time to time by Supplemental Indentures entered into in accordance with Article II of the Original Indenture between the Authority and the Trustee (such Indenture of Trust, as amended, modified and supplemented from time to time by one or more Supplemental Indentures, being hereinafter referred to as the "Indenture"); and

WHEREAS, the Authority is planning on undertaking certain capital improvements (the "Original Project") consisting of (i) the construction a new 2 million gallon regional water storage tank in the Town of Arcadia on lands owned by the Authority (the "Water Tank"), (ii) the installation of approximately 86,500 linear feet of water mains, (iii) the construction of a new pump station in the Town of Sodus, (iv) the installation of a new pressure-reducing valve and other improvements to the existing pump station in the Town of Williamson, (v) the acquisition of easements, licenses, permits and rights of way, and (vi) all ancillary and appurtenant improvements, costs and expenses related to the foregoing, including, without limitation, fire hydrants, valves, water main connections, road crossings, excavation costs, bedding materials, and surface restoration; and

WHEREAS, by resolutions of the Authority adopted on May 23, 2017, and July 25, 2017 (collectively, the "Original SEQRA Proceedings"), the Authority (i) determined that the Project constituted a Type I Action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation promulgated thereunder (collectively, "SEQRA"), (ii) assumed "lead agency" status for the purpose of conducting a coordinated review under SEQRA with respect to the Original Project; and (iii) determined that the Original Project will not have a significant adverse impact on the environment and issued a Negative Declaration under SEQRA to such effect; and

WHEREAS, following the completion of the Original SEQRA Proceedings, the Authority determined to update the Original Project scope by adding approximately 8,500 linear feet of additional water main installation along Heidenreich Road near the Water Tank within the Town of Arcadia (the Original Project, as so updated and modified, being hereinafter referred herein as the "Project"); and

WHEREAS, by resolution of the Authority adopted on December 17, 2019 (the "Amended SEQRA Resolution"), the Authority amended the Original SEQRA Proceedings, by determining that the Project, as so updated and modified, will not have a significant adverse impact on the environment and issued an amended Negative Declaration under SEQRA to such effect (the Original SEQRA Proceedings, as so amended by the Amended SEQRA Resolution, being referred to herein as the "SEQRA Proceedings"); and

WHEREAS, by resolution dated June 26, 2018 (the "Original Initial Bond Resolution") this Board authorized the issuance by the Authority pursuant to the Indenture of up to \$10,500,000 of its Water and Sewer System Revenue Bonds (the "Bonds") to finance the Original Project, and in anticipation thereof the issuance in one or more series pursuant to the Indenture of up to \$10,500,000 Water and Sewer System Revenue Bond Anticipation Notes, with the specific terms, interest rates and principal amounts of each such series of such Bonds or bond anticipation notes to be approved and determined by a subsequent resolution of this Board and a supplemental indenture to the Indenture to be executed in connection therewith; and

WHEREAS, by resolution of the Authority adopted on the date hereof, immediately prior to the consideration of this resolution, the Authority amended the Original Initial Bond Resolution to provide that the proceeds of the Bonds authorized thereunder and any bond anticipation notes issued in anticipation thereof shall be applied to finance the Project (the Original Initial Bond Resolution, as so amended, being hereinafter referred to as the "Initial Bond Resolution"); and

WHEREAS, in order to provide for the initial financing of a portion of the cost of the Project the Authority now proposes to authorize the issuance of up to \$6,000,000 Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A pursuant to the Indenture and a proposed Eighth Supplemental Indenture, to be entered into between the Authority and the Trustee.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Water and Sewer Authority as follows:

Section 1. The Authority hereby finds and determines:

(a) in anticipation of the issuance of the Bonds, it is desirable and in the public interest of the Authority to issue its Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A (the "Series 2020A Notes") in the aggregate principal amount of up to \$6,000,000 pursuant to the Indenture, as supplemented by a certain proposed Eighth Supplemental Indenture to be executed by the Authority and the Trustee (the "Eighth Supplemental Indenture");

(b) to issue the Series 2020 Notes in either a public sale or private sale, as the Chairman or Executive Director of the Authority shall approve in accordance with the authority delegated to either such officer in Section 3 below and, in connection with such sale of the Series 2020A Notes, to publish and circulate (i) an official statement of the Authority relating to the Series 2020A Notes (the "Official Statement") and (ii) in connection with a public sale, a notice of sale and official bid form to be issued by the Authority setting forth the terms and conditions pursuant to which the Authority will accept bids for the purchase of the Series 2020A Notes (the "Notice of Sale");

(c) to provide for secondary market disclosure with respect to the Authority and the Notes, to the extent required by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), in accordance with a written undertaking of the Authority complying with the Rule (the "Continuing Disclosure Agreement"); and

(d) to execute a certain Tax Compliance Certificate, dated the date of issuance of the Series 2020A Notes (the "Tax Certificate"), pursuant to which the Authority makes certain representations and covenants to ensure the continued tax-exempt status of the Series 2020A Notes.

Section 2. The form and substance of the Eighth Supplemental Indenture (in substantially the form presented to this meeting) are hereby approved, and the Secretary is hereby directed to include a copy of the form of the Eighth Supplemental Indenture submitted to this meeting with the records of the Authority.

Section 3. In connection with the sale of the Series 2020A Notes, the Chairman (or Vice Chairman) or Executive Director of the Authority are each hereby authorized and directed in the name of and on behalf of the Authority to undertake the following::

- (i) to determine, in consultation with the Authority's financial advisor, whether it is in the best interest of the Authority to undertake the sale of the Series 2020A Notes as either a public sale or a negotiated private sale. In connection with any such sale;
- (ii) to cause an Official Statement with respect to the Series 2020A Notes to be prepared and published, and to approve the form and substance of such Official Statement without further action of this Board, and to deem such Official Statement to be "final" within the meaning of the Rule 15c2-12;
- (iii) if the Chairman (or Vice Chairman) or Executive Director determines it is in the best interest of the Authority to undertake the sale of the Series 2020A Notes as a public sale, to cause a Notice of Sale with respect to the Series 2020A Notes to be prepared and published, and to approve the form and substance of such Notice of Sale without further action of this Board; and
- (iv) if the Chairman (or Vice Chairman) or Executive Director determines it is in the best interest of the Authority to undertake the sale of the Series 2020A Notes as a private sale, to negotiate the terms of such private sale, with such bank or investment banking firm as may be recommended by the Authority's financial advisor and selected by the Chairman (or Vice Chairman) or Executive Director (the "Purchaser"), and to negotiate, execute and deliver a note purchase agreement in the name and on behalf of the Authority providing the terms and conditions for the sale and delivery of the 2020A Notes (the "Note Purchase Agreement"); provided, however, that the sale of the 2020A Notes pursuant to such Note Purchase Agreement shall be subject to the approval of the terms and conditions of such sale by the New York State Comptroller, as required by Section 5(e) below.

Section 4. If the Series 2020 Notes are sold at a public sale, then the Chairman (or Vice Chairman) or Executive Director of the Authority are hereby further authorized to award, on behalf of the Authority, the sale of the Series 2020A Notes to the one or more bidders whose proposal or proposals offer to purchase the Series 2020A Notes at the rate or rates of interest that will produce the lowest net interest cost to the Authority, as determined by such officer upon consultation with the Authority's financial adviser. If two or more equal bids are received, the Chairman (or Vice Chairman) or the Executive Director is authorized to determine which bid, if any, to accept and such determination shall be final.

Section 5. The Authority is hereby authorized to issue, execute, sell and deliver to the purchaser(s) thereof, the Series 2020A Notes in the aggregate principal amount of up to \$6,000,00 pursuant to the Act and in accordance with this Resolution, the Indenture, and the Eighth Supplemental Indenture; provided that:

(a) The Series 2020A Notes authorized to be issued, executed, sold and delivered pursuant to this Section 3 shall be issued, executed and delivered at such time as the Chairman (or Vice Chairman) or Executive Director of the Authority shall determine, (ii) shall be in such principal amount (not to exceed \$6,000,000) as is hereinafter approved by the Chairman (or Vice Chairman) or Executive Director of the Authority in accordance herewith, (iii) shall have such maturity or maturities (not to exceed two (2) years) and payment terms and bear interest at such rate or rates as are set forth in the Notes, the Eighth Supplemental Indenture or as are hereinafter approved by the Chairman (or Vice Chairman) or Executive Director of the Authority in accordance with Section 6 hereof, and (iv) shall be subject to prepayment prior to maturity, and have such other provisions and be issued in such manner and on such conditions as are or shall be set forth or provided for in the Indenture and the Eighth Supplemental Indenture, all of which provisions are specifically incorporated herein with the same force and effect as if fully set forth in this resolution.

(b) The Series 2020A Notes shall be issued solely for the purpose of providing funds to finance the Project and pay certain costs incidental to the issuance of the Notes.

(c) The Series 2020A Notes and the interest thereon are not and shall never be a debt of the State of New York or Wayne County, New York, and neither the State of New York nor Wayne County, New York shall be liable thereon.

(d) The Series 2020A Notes, together with interest payable thereon, shall be special obligations of the Authority, payable solely from the revenues and receipts derived from operation of the Authority's water and sewer system facilities and from the enforcement of the security provided by the Indenture.

(e) If the Series 2020A Notes are sold at a private sale, any such sale shall be subject to the approval of the New York State Comptroller, in accordance with subdivision 10 of Section 1199-hh of the Act.

Section 6.

(a) The Chairman (or Vice Chairman) or Executive Director of the Authority is hereby authorized, on behalf of the Authority, to execute and deliver the Notes, the Eighth Supplemental Indenture, the Official Statement, the Notice of Sale (if the sale of the Series 2020A Notes is conducted as a public sale), the Note Purchase Agreement (if the sale of the Series 2020A Notes is conducted as a negotiated or private sale), the Continuing Disclosure Agreement and the Tax Compliance Certificate (hereinafter collectively called the "Financing Documents"), and the Secretary of the Authority is hereby authorized to affix the seal of the Authority thereto where appropriate and to attest the same, in substantially the forms thereof as have been presented to this meeting (in the case of the Eighth Supplemental Indenture and Form of Note attached thereto) with such changes, variations, omissions and insertions as the Chairman (or Vice Chairman) or Executive Director shall approve, or in such form and substance as the Chairman (or Vice Chairman) or Executive Director of the Authority shall hereafter approve (in the case of the other Financing Documents). The execution of each of the Financing Documents by the Chairman (or Vice Chairman) or Executive Director shall constitute conclusive evidence of such approval thereof.

(b) The Chairman (or Vice Chairman) or Executive Director is further hereby authorized, on behalf of the Authority, to designate any additional Authorized Representatives of the Authority (as defined in and pursuant to the Indenture).

Section 7. The officers, employees, and agents of the Authority are hereby authorized and directed for and in the name and or behalf of the Authority to do all acts and things required or provided by the provisions of the Financing Documents, and to execute and deliver all such additional certificates, instruments and documents, including the Financing Documents and to do all such further acts and things as may be necessary or in the opinion of the officer, employee, or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Authority with all of the terms, covenants, and provisions of the Financing Documents binding upon the Authority.

Section 8. It is hereby found and determined that all formal actions of the Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Authority; and that all deliberations of the Authority and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 9. This resolution shall take effect immediately and the Series 2020A Notes are hereby ordered to be issued in accordance with this resolution.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Mr. Scudder	VOTING	Aye
Ms. Johnson	VOTING	Aye
Ms. Furguson	VOTING	Aye
Mr. Hammond	VOTING	Aye
Mr. LaGasse	VOTING	Aye
Mr. Ross	VOTING	Aye
Mr. Bliet	VOTING	Aye

The Resolution was thereupon declared duly adopted.

#### **Western Regional WWTP Project Update**

Mr. Aman reported that he received word that the WIIA grant for \$7.5 million had been awarded and the \$5 million from the prior year had been held, so the Authority now has a total of \$12.5 million that is needed in order to include Walworth in the project. The next step is to amend and restate the 2018 Service Agreement/IMA to include Walworth, and toward this end Mr. Howard has prepared a draft as well as a draft of an Amended And Restated Control Agreement and sent them to the attorneys representing the participating municipalities for their review/comment. Mr. Howard reviewed these documents with the Board, noting the basic structure and risk allocation were unchanged, except that both Walworth and the Town of Palmyra, were now included as direct participants. In addition to finalizing the IMA, the engineering report must be revised and accepted; it is now under review by the DEC. Other tasks that had been postponed until the funding was more decided have been started including preliminary surveying, Phase I environmental reviews and abstracting for the Transferred Property Assets. Mr. Aman advised that the Authority expects to be able to continue to cash flow project activities until the closing of interim project financing on or about June of 2020 and reminded the Board that the Original Participating Municipalities will now be invoiced for their initial Capital Contributions totaling \$600,000 with interest. These funds, upon receipt, can be utilized to replenish the Authority's reserves in accordance with prior Board authorization.

Mr. Bartlett spoke to the Board about his interest in having a septage receiving station included in the project. Mr. Aman assured Mr. Bartlett that the request he had made at the November 2018 meeting had been relayed to the engineers and they have been tasked with determining the best site for discharging septic waste.

### **Red Creek Regional Plant Disinfection Improvements**

Mr. Aman remarked that there was nothing new to report.

### **Port Bay Sewers Update**

Mr. Aman reported that a valve had been discovered to be left closed by the contractor, but because there are so few active connections, the force main was capable of holding the flow. Ms. Furguson reported that there was another update meeting to discuss the progress of the project, and although there is some resident discontent at the pace, the contractor continues to work every day. Mr. Monroe reported that there are 33 connections to date but only eight are active.

### **Review and Award Pipe Bid for 2020 Construction Season**

Mr. Monroe reported that bids for pipe had been solicited and six were received with considerable variation in the prices. Of the pipe sizes and amounts in the bid, some are for parts of the Regional Water Tank Project including a transmission line in Williamson, and some are for the Brown/Wadsworth Water District Project in Wolcott. The intent of bidding early in the season is to lock in the best prices. The Authority will spread out delivery to the Operations Center and the various work sites to avoid unnecessary stockpiling. While the low bid price for 8-inch pipe is favorable and lower than last year, the prices for the 12-inch and 16-inch pipe are higher. The low bidder is Core & Main. After due discussion and deliberation, Ms. Furguson moved, Mr. Scudder seconded and all members present unanimously approved the following resolution:

WHEREAS, the Members of the Authority, in accordance with Article 8 of the Authority's Procurement Policy, make the following determinations: (i) the proposed awardee has been found to be responsible; (ii) the proposed awardee has complied with the Authority's Procurement Policy; (iii) the proposed awardee has disclosed all information required by the Authority's Procurement Policy; and (iv) the procurement process did not involve conduct that is prohibited by the Public Officers Law and the Authority's Procurement Policy.

THEREFORE, BE IT RESOLVED, that the bid for water main pipe for the 2020 Construction Season be awarded to the lowest responsible bidder, Core & Main, for up to 7,000 linear feet of 16-inch JM Eagle DR-18 PVC water main pipe at \$23.87 per linear foot; up to 38,200 linear feet of 12-inch JM Eagle DR-18 PVC water main pipe at \$13.09 per linear foot; and up to 33,800 linear feet of 8-inch JM Eagle DR-18 PVC water main pipe at \$6.18 per linear foot.

### **Miscellaneous Water Projects**

Mr. Monroe reported that work had been done on the two pressure regulating vaults in the Arcadia 16 project.

### **Set Finance Committee Meeting**

It is necessary that the Finance Committee meet to review the Investment Guidelines and Procurement Policy. After due discussion and deliberation, Ms. Johnson moved, Mr. LaGasse seconded and all members present unanimously approved the following resolution:

RESOLVED, that a meeting of the Finance Committee of the Wayne County Water and Sewer Authority be scheduled at 3:30 p.m. prior to the February 25, 2020 meeting of the Board.

### **Miscellaneous Meetings Report**

Mr. Aman reported that most of the meetings have been related to the projects already discussed. He will be attending an informational meeting in Webster on February 3; the Town and the Village of Webster are interested in a regional project and asked him to share his experience. He also wants to arrange a meeting with the new area representative in the DEC. He reported that Richardson Foods in Gananda has broken ground for a pretreatment facility; hopefully this will help alleviate the problems with the strength of their waste.

### **Monthly Report**

Mr. Monroe reported that the new service truck had been received and the crew is in the process of equipping it with the tools and parts they will use. He invited the Board to join him for a tour of the vehicle after the meeting and Mr. DiBenedetto presented a slide show on the white board. Mr. Monroe also reported on the successful rehabilitation and upgrading of Macedon sewer Pump Station 5 behind Lowe's on Route 31. As Mr. DiBenedetto presented a slide show of the project, Mr. Monroe detailed the updated materials and improved safety features that were incorporated. He is working with Macedon to determine the next pump station to upgrade.

### **Adopt Wage Rate Schedule**

At 5:05 p.m., after due discussion and deliberation, Mr. Ross moved, Mr. Hammond seconded and all members present unanimously approved the following resolution:

RESOLVED, that the Board adjourn into Executive Session for discussion with counsel in regard to the performance and compensation of particular persons.

At 5:48 p.m., Mr. LaGasse moved, Mr. Ross seconded and all members present unanimously approved the following resolution:

RESOLVED, that the Board return to Open Session.

Ms. Furguson moved, Mr. Scudder seconded, and all members present unanimously approved the following resolution:

RESOLVED, that the Board adopt Schedule A, the Authority salary schedule for 2020 (including Schedule A' - the 2020 salary schedule for the Executive Director, as separately discussed and approved at the October 29, 2019 Board meeting), a copy of which shall be placed in the office of the Executive Director.

Mr. LaGasse moved, Mr. Ross seconded, and all members present unanimously approved the following resolution:

RESOLVED, that the Executive Director respond to the New York State Department of Labor letter, dated January 16, 2020, regarding the Public Work Enforcement Fund as discussed.

There being no further business, upon a motion by Ms. Furguson, seconded by Mr. Scudder, the meeting was adjourned at 5:55 p.m.

Attachments to these minutes:

1. MRB Group Standard Hourly Rate Schedule for 2020
2. Letter from Michael Howard clarifying and confirming the terms and conditions of his engagement as General Counsel to the Authority for 2020
3. Letter from Boylan Code, LLP clarifying and confirming the terms and conditions of the firm's engagement as Special Counsel to the Authority for 2020
4. Colacino Industries Services Proposal for 2020
5. Eighth Supplemental Trust Indenture from Wayne County Water and Sewer Authority to U. S. Bank National Association

Action Items:

1. Publish notice of Authority's legal newspapers
2. Publish notice of Authority's meeting schedule

Respectfully submitted by:



Demaris Verzulli, Secretary of the Meeting

# Standard Hourly Rate Schedule 2020

<u>CATEGORY</u>	<u>RATE</u>
Senior Project Manager .....	\$189.00
Senior Economic Manager .....	\$185.00
Project Manager .....	\$175.00
Senior Analyst .....	\$155.00
Sr. Civil Engineer .....	\$165.00
Civil Engineer III .....	\$140.00
Civil Engineer II .....	\$120.00
Civil Engineer I .....	\$110.00
Senior Technician.....	\$155.00
Senior Process Manager .....	\$120.00
Process Manager .....	\$95.00
Sr. GIS Analyst .....	\$125.00
Sr. Design Technician .....	\$125.00
Design Technician I.....	\$90.00
Design Technician II .....	\$105.00
Senior Architect.....	\$180.00
Architect III.....	\$140.00
Architect II.....	\$120.00
Architect I .....	\$110.00
Associate Architect.....	\$105.00
Senior Planning Associate .....	\$135.00
Planning Associate .....	\$110.00
Construction Administrator .....	\$80.00
Construction Facility Observation.....	\$90.00
Construction Utility Observation .....	\$85.00
Administrative Assistant .....	\$65.00
Reproduction Coordinator .....	\$65.00
Specialty Rate.....	\$180.00

\*RATES EFFECTIVE JANUARY 1, 2020 – DECEMBER 31, 2020



January 2, 2020

Martin J. Aman, Executive Director  
Wayne County Water And Sewer Authority  
3377 Daansen Road  
Walworth, New York 14568

Dear Mr. Aman:

I am pleased to have the opportunity to continue to be of service to the Wayne County Water And Sewer Authority ("Authority") in my capacity as an attorney practicing independently from Boylan Code LLP ("Firm") and look forward to working with you, your staff and the Authority Board members during the current calendar year. I will do my best to provide the highest quality legal services in a responsive and efficient manner.

The purpose of this letter is to clarify and confirm the terms and conditions of my engagement as legal counsel to the Authority during 2020 for the services set forth herein.

#### Scope of Representation

I will act as general counsel to the Authority and will represent the Authority in connection with all legal matters including, without limitation, general corporate; statutory and regulatory compliance; environmental matters; procurement and contracting; compliance with SEQRA; FOIL and Open Meetings; permitting; and, all other matters requiring legal assistance, with the exception of litigation and employment law matters which will continue to be handled by the Firm, or another qualified firm ("Special Counsel") in the Authority's discretion.

I will be the attorney responsible for the representation and will be available, upon your request, to assist with the coordination of any matters assigned by you to Special Counsel, as needed from time to time. When questions or comments arise about my services, billings, or other aspects of my representation, please do not hesitate to contact me. It is important that you are satisfied with my services and responsiveness at all times.

#### Fees, Expenses and Billing Practice

I will bill for my services on the basis of actual time expended. As an accommodation to the Authority, I have agreed to limit my hourly rate through 2020 to \$260.00 per hour (representing a 2% inflationary increase over the prior year). Please note that this represents a substantial discount from my normal hourly rate (\$350.00) for similar services. I am pleased to offer this fee accommodation because of my longstanding relationship with the Authority since its formation and my commitment to assist the Authority in its mission to provide comprehensive water and sewer services to the residents of Wayne County on a cost effective basis.

In addition, I will limit my fees for attendance at the regularly scheduled monthly Authority



meetings to a fixed cost of \$435.00 per meeting. All other meetings, including Authority meetings other than the regularly scheduled monthly meeting will be billed based on my actual time expended at the hourly rate set forth above.

I generally render bills monthly, which will be due net thirty days. In addition to my fees, the Authority will be responsible for payment for disbursements and out-of-pocket expenses, incurred on your behalf. In addition, I charge \$1.25 per page for outgoing (but not incoming) faxes and \$.18 per page for copies. If I bind documents in connection with any matter I charge a flat fee of \$3.00 for each bound volume produced. Third party binding is billed at its actual cost to me. Mileage will be charged at the applicable IRS rate.

Please note that I charge a premium for time that involves electronic research due to the cost incurred for subscribing to the electronic service and the timesaving it provides. This premium will be separately listed on your itemized bill.

A substantial portion of my services may be performed outside of your presence, such as legal research, discussions and negotiations with third parties, including other attorneys, and the preparation of documents. The bills which you will receive will be detailed and should sufficiently apprise you of the nature of the services performed.

I reserve the right to charge a billing fee of 1½% per month or fraction thereof for bills that are not paid within the month after the month in which they are billed.

#### Arbitration

In accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, I am required to advise you that if a dispute arises about my fees, you have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

#### Duty to Cooperate

Upon the conclusion of my representation of the Authority (whether due to retirement of otherwise), I will (i) work with you to identify a suitable individual successor or firm meeting your requirements and acceptable to you in your sole discretion and (ii) transfer copies of my existing files, documents and records (whether electronic or paper) either to you directly (to the extent that such records have not previously been provided to you) or to such successor, at your direction. In addition, as a general matter, I will retain copies of closed files for at least seven years as required by the New York Rules of Professional Conduct, as amended.

This Agreement will be effective as of January 1, 2020, following your acceptance and approval by the Authority's Board.

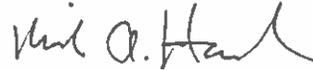
Marty, I appreciate the opportunity to continue to be of service to the Authority and look forward to continuing to work with you during 2020.



Martin J. Aman, Executive Director  
January 2, 2020  
Page 3

Please indicate the Authority's acceptance of the terms of this engagement agreement by signing below.

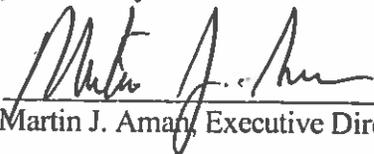
Very truly yours,



Michael A. Howard, Esq.

Accepted and agreed to this 28<sup>TH</sup> day of January, 2020.

**Wayne County Water And Sewer Authority**

By:   
\_\_\_\_\_  
Martin J. Aman, Executive Director





**Boylan Code**  
Attorneys at Law

January 3, 2020

Martin J. Aman, Executive Director  
Wayne County Water And Sewer Authority  
3377 Daansen Road  
Walworth, New York 14568

Dear Marty:

We are pleased to have the opportunity to continue to be of service to the Wayne County Water And Sewer Authority ("Authority") and look forward to working with you, your staff and the Authority Board members during the remainder of this year. We will do our best to continue to provide the highest quality legal services in a responsive and efficient manner.

The purpose of this letter is to clarify and confirm the terms and conditions of our engagement as legal counsel to the Authority during 2020 for services set forth herein.

### **Scope of Representation**

We will act as special legal counsel to the Authority and will represent the Authority in connection with specified legal matter including, without limitation, all labor and employment law and litigation matters. We understand that the Authority will be working independently with Michael Howard, Esq. who will be assisting the Authority as outside, corporate counsel with general corporate; statutory and regulatory compliance; procurement and contracting; compliance with SEQRA; FOIA and open meetings; permitting; and, other general corporate matters requiring legal assistance pursuant to the terms of an engagement agreement separately entered into by and between the Authority and Mr. Howard.

I will be the attorney primarily responsible for the representation and will be assisted by other attorneys and professional staff, as necessary. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please do not hesitate to contact me. It is important that you are satisfied with our services and responsiveness at all times.

### **Fee, Expenses and Billing Practice**

We will bill for our services based on actual time expended. As an accommodation to the Authority, we have agreed to limit our hourly rates through 2020 as follows: \$280.00 for partners; \$205 for associates; and \$155.00 for paralegals. Please note that this represents a substantial discount from our normal hourly rates and is also the same as our 2019 rates for the Authority. We are pleased to offer this fee accommodation because of our longstanding relationship with the Authority since its formation and our commitment to assist the Authority in its mission to provide comprehensive water and sewer services to the residents of Wayne County on a cost-effective basis.

To the extent that Mr. Howard may be unavailable from time to time and we are asked to attend regularly scheduled Authority monthly meetings, we will limit our fees for attendance at such meetings to a fixed cost of \$400.00 per meeting. All other meetings, including Authority meetings other than the regularly scheduled monthly meeting will be billed based on our actual time expended at the hourly rates set forth above.

We generally render bills monthly, which will be due net thirty days. In addition to our fees, the Authority will be responsible for payment for disbursements and out-of-pocket expenses, incurred on your behalf. In addition, we charge \$1.25 per page for outgoing (but not incoming) faxes and \$.18 per page for copies. If we bind documents in connection with any matter, we charge a flat fee of \$3.00 for each bound volume produced. Third-party binding is billed at its actual cost to us. Mileage will be charged at the applicable IRS rate.

Please note that we charge a premium for time that involves electronic research due to the cost the firm incurs for subscribing to the electronic service and the timesaving it provides. This premium will be separately listed on your itemized bill.

A substantial portion of our services may be performed outside of your presence, such as legal research, discussions and negotiations with third parties, including other attorneys, and the preparation of documents. The bills which you will receive will be detailed and should sufficiently apprise you of the nature of services performed.

We reserve the right to charge a billing fee of 1½% per month or fraction thereof for bills that are not paid within the month after the month in which they are billed.

#### **Arbitration**

In accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, we are required to advise you that if a dispute arises about our fees, you have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Marty, we appreciate the opportunity to continue to be of service to the Authority and look forward to working with you.



Martin J. Aman  
Wayne County Water And Sewer Authority  
January 3, 2020  
Page 3

Please indicate the Authority's acceptance of the terms of this amended and restated engagement agreement by signing below.

Very truly yours,

**BOYLAN CODE LLP**

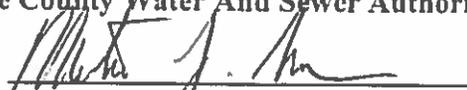


David K. Hou

Accepted and agreed to the 28<sup>TH</sup> day of January, 2020

**Wayne County Water And Sewer Authority**

By:

  
\_\_\_\_\_  
Martin J. Aman, Executive Director

Boylan Code LLP



## ***Proposal***

January 28, 2020

Marty Aman  
Wayne County Water and Sewer Authority  
3377 Daansen Road  
Walworth, NY 14568

### **RE: 2020 Services Proposal**

Dear Marty;

Per your request, we are pleased to offer the following services proposal for your review. If you have any questions, please feel free to call.

#### **Standard Services Offering**

Colacino Industries is a full service Electrical Contractor and Systems Integrator based in Newark, New York. From this one location we are capable of providing traditional Electrical Power and Control Engineering as well as **24 Hour Emergency Service** for all disciplines in the Electrical Industry including, but not limited to the following:

- Electrical Power Distribution
- Emergency Power Distribution Systems (12KW to 2MW)
- High Voltage Maintenance and Testing
- Building Automation Systems, Installation and Maintenance
- SCADA / Telemetry (Supervisory Control and Data Acquisition) Systems
- Process and Batch Control
- Machine Automation, Vision & Motion Control
- Non-Proprietary Fire, Security and Access Control Systems
- Telecom / Data / Fiber Design and Installation
- Fiber Optic Transmission and Backhaul
- Underground Facilities including Trench and Trenchless Technology
- Arial (Bucket Truck) Service
- Full-Service Fabrication Shop with Stainless Steel and Aluminum Capabilities.
- Rigging and Advanced Material Handling

#### **Equipment Availability**

Colacino Industries has the following general construction equipment available:

- 15 Fully Stocked Service Vans
- Caterpillar 420DIT Backhoe with 12" , 24" and 30" Buckets, Material Handling Arm and Forks
- Kubota .8, 5.5 and 8 Ton Rubber Tracked Mini Excavator with multiple bucket sizes.
- (2) Bobcat Skid Steer Tractors with multiple attachments.
- Ditchwitch™ 4010 Trencher with Integrated Backhoe. Provides 8" trench up to 5' in depth.
- Electric and Propane Man Lifts to 45'
- Bucket Trucks to 50'

- Portable Welding Equipment including MIG, TIG and HeliARC
- Fiber Optic Fusion Splicing, Termination and Testing Equipment.

**Emergency Services Available**

Colacino Industries is capable of delivering an Emergency Response Time of .5 to 1.5 Hours for your locations in Wayne County. A list of contact numbers will be provided in a separate document with this proposal. In addition to the manpower support, Colacino Industries has a full inventory of standard and emergency parts to support your facility in the event of an equipment failure. A partial listing includes:

- Square D Power Distribution Equipment
- Schneider & Allen Bradley Automation Hardware including PLC's, Drives, Contactors....
- Circuit Breakers to 2000 Amp, Wire up to 500MCM, Conduit, Splice Kits,
- Emergency Generators (Portable) from 12KW to 2MW

**Standard Warranty**

All material supplied by Colacino Industries is warranted is to be free from defects for a period of 1 year or by manufactures period specified, whichever is longer. Any supplied labor and workmanship is warranted for the lifetime of the installed equipment.

**Hourly Rates**

• Journeymen Electrician	\$100.00/HR
• Electrician Level 1	\$90.00/HR
• Electrician Level 2	\$75.00/HR
• Apprentice	\$70.00/HR
• PLC/SCADA Programmer	\$140.00/HR
• Engineering	\$140.00/HR

**Typical Payment Terms Requested**

NET 30

**Summation**

If you have any questions or want to discuss the proposal, please give me a call. Thanks again for the opportunity to quote your needs.

Sincerely;



James R Colacino  
President, Colacino Industries Inc

**EIGHTH SUPPLEMENTAL TRUST INDENTURE**

*Dated as of [April 1, 2020]*

**FROM**

**WAYNE COUNTY WATER AND SEWER AUTHORITY**

**TO**

**U.S. BANK NATIONAL ASSOCIATION**

*As Trustee*

**Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A**

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## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	3
Section 1.01. <u>Definitions</u> .....	3
ARTICLE II THE SERIES 2004 BOND ANTICIPATION NOTES .....	4
Section 2.01 <u>Authorization of Bond Anticipation Notes; Form</u> .....	4
Section 2.02. <u>Conditions Precedent to Delivery of Series 2020A Notes</u> .....	4
Section 2.03. <u>Series 2020A Notes</u> .....	5
Section 2.04. <u>Registration, Denomination and Numbers; Book Entry Only</u> .....	5
Section 2.05. <u>Redemption of Series 2020A Notes</u> .....	7
ARTICLE III ESTABLISHMENT OF FUNDS AND ACCOUNTS FOR SERIES 2020A NOTES AND APPLICATION OF PROCEEDS OF SERIES 2020A NOTES .....	8
Section 3.01. <u>Series 2020A Bond Anticipation Note Subaccount</u> .....	8
Section 3.02. <u>Series 2020A Construction Fund</u> .....	8
Section 3.03 <u>Application of Proceeds of Series 2020A Bonds</u> .....	8
ARTICLE IV COMPLIANCE WITH REBATE AND OTHER REQUIREMENTS OF THE CODE.....	9
Section 4.01. <u>Tax Covenants</u> .....	9
Section 4.02. <u>Creation of the Rebate Account</u> .....	10
Section 4.03. <u>Additional Payments for Rebate</u> .....	10
Section 4.04. <u>Opinion of Bond Counsel and Amendments</u> .....	10
Section 4.05. <u>Additional Covenants and Agreements</u> .....	10
Section 4.06. <u>Agreement to Pay Rebate Amount</u> .....	10
ARTICLE IV MISCELLANEOUS .....	11
Section 5.01. <u>Article and Section Headings</u> .....	11
Section 5.02. <u>Partial Invalidity</u> .....	11
Section 5.03. <u>The Trustee</u> .....	11
Exhibit A Form of Series 2020A Note .....	1
Exhibit B Form of Requisition for Payment and Disbursement .....	1

## **EIGHTH SUPPLEMENTAL INDENTURE**

This EIGHTH SUPPLEMENTAL INDENTURE is dated as of [April 1, 2020], and is by and between WAYNE COUNTY WATER AND SEWER AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York (the "Authority"), and U.S. Bank National Association, a national banking association, duly organized and existing under the laws of the United States of America and having its principal office at 100 Wall Street, Suite 1600, New York, New York 10005 ("USBNA"), as successor trustee under the hereinafter defined Indenture (in such capacity, the "Trustee").

WHEREAS, the Authority has heretofore executed and delivered its Trust Indenture, dated as of March 1, 2001 (as from time amended, modified or supplemented by one or more Supplemental Indentures, the "Indenture"), to HSBC Bank USA, National Association, as trustee (the "Original Trustee"), to secure the payment of the principal, premium, if any, and interest on all bonds and bond anticipation notes, issuable in series, at any time under any Supplemental Indenture; and

WHEREAS, pursuant to an Agreement of Resignation, Appointment and Acceptance, dated as of November 17, 2011, by and among the Authority, the Original Trustee and USBNA, (i) the Original Trustee resigned from its positions as trustee, registrar and paying agent under the Indenture and assigned and transferred all of its rights and obligations under the Indenture and all of its interest in and to the trust created thereunder to USBNA, (ii) the Issuer appointed USBNA as the successor trustee, registrar and paying agent under the Indenture, and (iii) USBNA accepted such appointment and all of the rights, duties and interest transferred to it thereunder by the Original Trustee; and

WHEREAS, the Authority and the Trustee have heretofore executed and delivered, as Supplemental Indentures entered into in accordance with Article II of the Indenture, (i) a First Supplemental Indenture, dated as of March 1, 2001, pursuant to which the Authority issued as a series of bonds under the Indenture, its \$1,630,000 Water and Sewer System Revenue Bonds, Series 2001 (the "Series 2001 Bonds"); (ii) a Second Supplemental Indenture, dated as of September 1, 2004, pursuant to which the Authority issued as a series of bond anticipation notes under the Indenture its \$1,750,000 Water and Sewer System Revenue Bond Anticipation Note (the "Series 2004 Note"); (iii) a Third Supplemental Indenture, dated as of May 1, 2005, pursuant to which the Authority issued as a series of bond anticipation notes under the Indenture, its \$3,500,000 Water and Sewer System Revenue Bond Anticipation Notes, Series 2005 (the "Series 2005 Notes"); (iv) a Fourth Supplemental Indenture, dated as of April 1, 2006, pursuant to which the Authority issued as a series of bond anticipation notes under the Indenture, its \$2,199,338 Water and Sewer System Revenue Bond Anticipation Notes, Series 2006A (the "Series 2006 Notes"); (v) a Fifth Supplemental Indenture, dated as of July 1, 2006, pursuant to which the Authority issued as a series of bonds under the Indenture its \$4,000,000 Water and Sewer System Revenue Bonds, Series 2006 (the "Series 2006 Bonds") in order to refinance the Series 2004 Note and the Series 2006 Notes; (vi) a Sixth Supplemental Indenture, dated as of November 1, 2011, pursuant to which the Authority issued as a series of refunding bonds under

the Indenture, its \$920,000 Water and Sewer System Revenue (Refunding) Bonds, Series 2011 (the "Series 2011 Refunding Bonds") for the purpose of refunding the then outstanding Series 2001 Bonds; and (vii) a Seventh Supplemental Indenture, dated as of September 1, 2017, pursuant to which the Authority issued as a series of bonds under the Indenture its \$1,570,000 Water and Sewer System Revenue Bonds, Series 2017 (the "Series 2017 Bonds"); and

WHEREAS, in order to provide moneys to pay the cost of the Project (as hereinafter defined) the Authority, by resolution duly adopted on June 26, 2018, and amended on January 28, 2020 (as so amended, the "Initial Bond Resolution"), authorized the issuance, pursuant to the Indenture, of its Water and Sewer System Revenue Bonds in one or more series in the aggregate principal amount of up to \$10,500,000 and in anticipation of the issuance of such bonds, the issuance of the Authority's Water and Sewer System Revenue Bond Anticipation Notes in one or more series in an aggregate principal amount up to \$10,500,000 with the specific interest rates, terms, provisions and principal amounts of each such series of such bonds or bond anticipation notes to be approved and determined by subsequent resolutions of the Authority and separate supplemental indentures to the Indenture to be entered into the connection therewith; and

WHEREAS, by resolution duly adopted on January 28, 2020 (the "Bond Anticipation Note Resolution"), the Authority has authorized the execution and delivery of this Eighth Supplemental Indenture for the purpose of issuing up to \$6,000,000 aggregate principal amount of its Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A (the "Series 2020A Notes") to provide financing for an additional portion of the cost of the Project; and

WHEREAS, pursuant to Article II of the Indenture upon compliance with the provisions of said Article, the Authority may execute a Supplemental Indenture for the purpose of providing for the issuance of one or more series of bonds or bond anticipation notes; and

WHEREAS, all action has been taken and conditions met necessary to make the Bond Anticipation Notes issued hereunder, when duly executed and issued by the Authority and authenticated and delivered by the Trustee, the legal, valid and binding obligations of the Authority and to make this Eighth Supplemental Indenture a legal, valid and binding instrument, enforceable in accordance with its terms;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.01. Definitions.

(a) Except as provided in Section 1.01(b), all defined terms contained in the Indenture shall have the same meanings when used in this Eighth Supplemental Indenture as is set forth in the Indenture.

(b) As used in this Eighth Supplemental Indenture, the following terms shall have the following meanings, unless the context otherwise requires:

“Bond Counsel” means Harris Beach PLLC or any other counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time.

“Project” means the (i) the construction a new 2 million gallon regional water storage tank in the Town of Arcadia on lands owned by the Authority (the “Water Tank”), (ii) the installation of approximately 95,000 linear feet of water mains, (iii) the construction of a new pump station in the Town of Sodus, (iv) the installation of a new pressure-reducing valve and other improvements to the existing pump station in the Town of Williamson, (v) the acquisition of easements, licenses, permits and rights of way, and (vi) all ancillary and appurtenant improvements, costs and expenses related to the foregoing, including, without limitation, fire hydrants, valves, water main connections, road crossings, excavation costs, bedding materials, and surface restoration.

“Series 2020A Notes” means the Authority’s \$\_\_\_\_\_ principal amount Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A authorized by this Eighth Supplemental Indenture.

“Tax Compliance Certificate” means the Tax Compliance Certificate of the Authority, dated as of the date of issuance of the Series 2020A Notes.

## ARTICLE II

### THE SERIES 2020A BOND ANTICIPATION NOTES

Section 2.01 Authorization of Bond Anticipation Notes; Form. There is hereby established a Series of Water and Sewer System \_\_\_\_\_, such Series to be designated "Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A". The form of the Series 2020A Note shall be substantially in the form of Exhibit A attached hereto with such insertions or variations as may be required or permitted by the Indenture and this Eighth Supplemental Indenture.

Section 2.02. Conditions Precedent to Delivery of Series 2020A Notes. Upon execution and delivery of this Eighth Supplemental Indenture, the Authority shall execute the Series 2020A Notes and deliver them to the Trustee and the Trustee shall authenticate the Series 2020A Notes and deliver them to the purchasers thereof, upon receipt by the Trustee of the following:

(a) A duly certified copy of the Resolution of the Authority authorizing the issuance of the Series 2020A Notes;

(b) a written order of the Authority authorizing the delivery of the Series 2020A Notes and specifying the price to be paid therefore, signed by an Authorized Officer;

(c) The written order of the Authority authorizing the Trustee to authenticate the Series 2020A Notes;

(d) A certificate of an Authorized Officer of the Authority stating that, as of the time of the delivery of the Series 2020A Notes, the Authority is not in default in the performance of any of the terms provisions or covenants of the Indenture, this Supplemental Indenture or any of the Series 2020A Notes;

(e) An original executed counterpart of the Eighth Supplemental Indenture:

(f) In accordance with Section 210(d) of the Indenture, a certificate of the Consulting Engineer stating that, in the opinion of the signer, the Project will, upon the Authority's acquisition, construction and equipping thereof, be useful in connection with the Water and Sewer System.

(g) In accordance with Section 210(e) of the Indenture, a certificate of an Authorized Officer of the Authority showing that the Revenues for any consecutive twelve-month period out of the twenty-four months immediately preceding the month in which the Series 2020A Notes are being issued were equal to not less than one hundred fifteen per cent (115%) of the maximum annual debt service on the Bonds and bond anticipation notes issued under the Indenture, including the Series 2020A Notes then being issued. For the purpose of preparing such certificate, the annual debt service on the Series 2020A Notes shall be calculated in accordance with Section 214(c) of the Indenture.

(h) An opinion of Bond Counsel in form and substance satisfactory to the Trustee; and

(i) Such other documents or instruments as the Trustee or Bond Counsel may reasonably request.

Section 2.03. Series 2020A Notes. The Series 2020A Notes shall be dated [April 1, 2020] and shall bear interest from that date, payable on maturity, and shall mature on [\_\_\_\_\_, 2021].

Section 2.04. Registration, Denomination and Numbers; Book Entry Only.

(a) The Series 2020A Notes shall be issued solely as fully registered Notes without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Series 2020A Notes shall be numbered from one (1) consecutively upwards with the prefix "R-" preceding each number.

**[THE BALANCE OF THE PROVISIONS IN THIS SECTION 2.04 ONLY APPLY IF THE NOTES ARE ISSUED IN BOOK-ENTRY FORM – TO BE DETERMINED AS TO OF SALE]**

(b) The Series 2020A Notes shall be issued as book-entry-only notes and shall be in the form of a single authenticated fully registered note in the principal amount equal to the aggregate amount of the Series 2020A Notes. Upon initial issuance, and except as otherwise provided in this Section 2.04(b), the ownership of such Series 2020A Notes shall be registered in the registry books of the Authority in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), the securities depository with respect to the Series 2020A Notes. So long as the Series 2020A Notes are held in book-entry form, the nominee of the securities depository shall be considered the registered holder for all purposes hereof. So long as DTC or Cede & Co. as nominee for DTC is the registered holder of the bonds, DTC shall be considered the only holder of the Series 2020A Notes for all purposes under the Indenture, including receipt of notices, voting and requesting or directing the Trustee, the Construction Fund Custodian, any Paying Agent or any other fiduciary to take or not to take, or consenting to certain actions under the Indenture.

(c) On original issue and during any period for which Cede & Co. is the registered owner of the Series 2020A Notes, the Series 2020A Notes shall be deposited with DTC which shall be responsible for maintaining a book-entry-only system for recording the ownership interests of its participants. The DTC participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2020A Notes.

(d) During any period for which Cede & Co. is the registered owner of the Series 2020A Notes, the principal or redemption price of, and interest on the Series 2020A Notes, shall be payable directly to Cede & Co. Disbursal of such amounts to DTC participants shall be the responsibility of DTC. Disbursal of such amounts to DTC indirect participants shall be the responsibility of DTC participants. Payments by DTC participants or DTC indirect

participants to beneficial owners shall be the responsibility of DTC participants or DTC indirect participants and not of DTC, the Paying Agent or the Issuer.

(e) During any period for which Cede & Co. is the registered owner of the Series 2020A Notes, any notice to be provided to any registered owner will be provided to Cede & Co. DTC shall be responsible for notice to DTC participants and shall be responsible for notice to individual purchasers of beneficial interests.

(f) Neither the Authority, any Paying Agent, Construction Fund Custodian, nor the Trustee shall be liable for the failure of the securities depository to perform its obligations as described herein, the failure of any participant or indirect participant in the system maintained by the securities depository to perform any obligation the participant or indirect participant may have or incur to a beneficial owner of the Series 2020A Notes.

(g) Notwithstanding anything contained herein to the contrary, the Authority, the Trustee, any Paying Agent and the Construction Fund Custodian shall have no responsibility or obligation with respect to (i) the accuracy of the records of the securities depository, its nominee or any participant with respect to any ownership interest in the Series 2020A Notes, (ii) the delivery to any participant, any beneficial owner or any other person, other than the nominee or securities depository, of any notice, with respect to the Series 2020A Notes, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than the nominee or securities depository, of any amounts with respect to the principal of, or interest on the Series 2020A Notes. The Authority, the Trustee, any Paying Agent and the Construction Fund Custodian may treat as and deem the nominee or the securities depository to be the absolute owner of each Bond for the purpose of payment of the principal of, and interest on such Series 2020A Notes, for the purpose of giving notices of redemption and other matters with respect to such Series 2020A Notes, for the purpose of registering transfers with respect to such Series 2020A Notes, and for all other purposes whatsoever. During any period for which the Series 2020A Notes are registered in the name of the securities depository or its nominee, the Trustee or Paying Agent, as the case may be, shall pay all principal of, and interest on the Series 2020A Notes only to or upon the order of the nominee or the securities depository, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligation with respect to the principal of, and interest on the Series 2020A Notes to the extent of the sum or sums so paid. No person other than the nominee or the securities depository shall receive an authenticated Series 2020A Note evidencing the obligation of the Authority to make payments of principal of, and interest pursuant to this Eighth Supplemental Indenture. Upon delivery by the nominee or the securities depository to the Trustee of written notice to the effect that the securities depository has determined to substitute a new nominee in place of the existing nominee, the Trustee shall issue a new registered bond to the new nominee in exchange for each bond surrendered which was registered in the name of the old nominee to such new nominee of the securities depository.

(h) Upon receipt (i) by the Authority and the Trustee of written notice from the securities depository to the effect that the securities depository is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the securities depository hereunder can be found which is willing and able to undertake such

functions upon reasonable and customary terms, or (ii) by the Trustee of written notice from the Authority to the effect that the Series 2020A Notes shall no longer be registered in the name of the nominee of the securities depository, then the Series 2020A Notes shall no longer be restricted to being registered in the registry books of the Authority kept by the Trustee in the name of the nominee of the securities depository, but may be registered in whatever name or names the beneficial owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Eighth Supplemental Indenture.

(i) In the event the Authority determines that it is in the best interests of the beneficial owners that they be able to obtain note certificates, the Authority may notify the securities depository and the Trustee of that fact, whereupon the nominee or securities depository will notify the participants, of the availability through the nominee or securities depository of certificates evidencing the Series 2020A Notes. In such event, the Trustee shall issue, transfer and exchange certificates evidencing the Series 2020A Notes as requested to the securities depository and any other Bondholders in appropriate amounts, and whenever the securities depository requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with the securities depository by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2020A Notes to any nominee or securities depository participant having Series 2020A Notes credited to its securities depository account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2020A Notes.

(j) Notwithstanding any other provision of this Eighth Supplemental Indenture to the contrary, so long as any Series 2020A Notes is registered in the name of a nominee of the securities depository, all payments with respect to the principal of and interest on such Series 2020A Notes and all notices with respect to such Series 2020A Notes shall be made and given, respectively, to the nominee or securities depository.

Section 2.05. Redemption of Series 2020A Notes. [The Series 2020A Notes are subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on or after June 1, 2006 as set forth in the form of Note attached hereto as Exhibit A.][ The Series 2020A Notes are not subject to redemption prior to maturity.]<sup>1</sup>

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<sup>1</sup> To be discussed with BPD

ARTICLE III  
ESTABLISHMENT OF FUNDS AND ACCOUNTS  
FOR SERIES 2020A NOTES AND APPLICATION OF  
PROCEEDS OF SERIES 2020A NOTES

Section 3.01. Series 2020A Bond Anticipation Note Subaccount.

(a) Pursuant to Section 508 of the Indenture, there is hereby established a subaccount of each of the Interest Account and Principal Account of the Bond Fund designated as the "Series 2020A Water and Sewer System Revenue Bond Anticipation Note Subaccount". Moneys shall be deposited into and paid from the Series 2020A Water and Sewer System Revenue Bond Subaccount in accordance with the terms of Article V of the Indenture to pay debt service on the Series 2020A Notes.

(b) Notwithstanding anything to the contrary in Section 508(a) of the Indenture, payment into the Interest Account for the Series 2020A Notes shall be made no less than one (1) Business Day prior to each date interest is payable on the Series 2020A Notes and shall be in an amount equal to the interest payable on each such date.

(c) Notwithstanding anything to the contrary in Section 508(b) of the Indenture, payments into the Principal Account for the Series 2020A Notes shall be made no less than one (1) Business Day prior to each day principal (including prepayments in accordance with Section 2.05 hereof), is required to be paid on the Series 2020A Notes.

Section 3.02. Series 2020A Construction Fund. (a) There is hereby established a Construction Fund Account designated as the "Series 2020A Construction Fund", moneys in which shall be used for the purpose of paying costs of construction of the Project. The Trustee is hereby designated Construction Fund Custodian.

(c) Payments from the Series 2020A Construction Fund shall be paid to the Authority upon a requisition submitted by the Authority to the Trustee in the form attached hereto as Exhibit B.

Section 3.03 Application of Proceeds of Series 2020A Bonds. The proceeds of the Series 2020A Notes shall be paid to the Trustee for deposit into the Series 2020A Construction Fund.

## ARTICLE IV

### COMPLIANCE WITH REBATE AND OTHER REQUIREMENTS OF THE CODE

Section 4.01. Tax Covenants. (a) The Authority covenants and certifies to and for the benefit of the purchasers of the Series 2020A Notes that:

- (i) it will at all times comply with the provisions of the Tax Compliance Certificate;
- (ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code (or any successor provision) including, without limitation, establishing any necessary separate funds or accounts, entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts including any applicable penalties and interest, required to be rebated;
- (iii) no use will be made of the proceeds from the issuance and sale of the Series 2020A Notes, or any monies, funds or accounts of the Authority which may be deemed proceeds of the Series 2020A Notes, pursuant to Section 148 of the Code (or any successor provision) and applicable United States Treasury Regulations thereunder, which use, if it had been reasonably expected on the date of issuance of the Series 2020A Notes, would have caused the Series 2020A Notes to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code (or any successor provision);
- (iv) it will not take any action that would cause interest on the Series 2020A Notes to be or to become ineligible for the exclusion from gross income of the owners of the Series 2020A Notes as provided in Section 103 of the Code (or any successor provision), nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause interest on the Series 2020A Notes to be or to become ineligible for the exclusion from gross income of the owners of the Series 2020A Notes as provided in Section 103 of the Code (or any successor provision).

(b) Notwithstanding anything in the Indenture to the contrary and in accordance with the Authority's covenants in this Article IV, all moneys and investments held in the funds and accounts established and administered under the Indenture shall be subject to the requirements of the Tax Compliance Certificate relating to the rebate of certain excess amounts computed in accordance with Section 148(f) (or any successor provision) held therein to the

United States at the times and in the amounts determined in accordance with the applicable provisions of the Tax Compliance Certificate to maintain the excludability of interest on the Series 2020A Notes from gross income of the owners thereof for federal income tax purposes.

Section 4.02. Creation of the Rebate Account. Pursuant to Section 605 of the Indenture, there is hereby created by the Authority an irrevocable trust fund, to be kept separate and apart from all other funds and accounts established by this Eighth Supplemental Indenture or the Indenture and designated "Series 2020A Rebate Account," which shall be administered in accordance with the Tax Compliance Certificate and the requirements of the Code. The Trustee shall make deposits to and disbursements from the Series 2020A Rebate Account from time to time in accordance with the Tax Compliance Certificate and shall invest moneys on deposit in the Series 2020A Rebate Account in accordance with such Certificate.

Section 4.03. Additional Payments for Rebate. The Authority hereby agrees to deposit into the Series 2020A Rebate Account or pay to the United States from legally available moneys of the Authority any amount which is required to be deposited into the Series 2020A Rebate Account or paid to the United States, but which is not available in a fund or account related to the Series 2020A Notes for transfer to the Series 2020A Rebate Account or the United States. This obligation shall not be construed as constituting a debt or liability of the Authority for any purpose.

Section 4.04. Opinion of Bond Counsel and Amendments. The provisions of this Article IV and the provisions of the Tax Compliance Certificate need not be observed and any such provision may be amended or supplemented at any time by the Authority if the Trustee receives an opinion of Bond Counsel to the effect that the failure to comply with such provisions, and the terms of such amendment or supplement, will not adversely affect the exemption from federal income taxation of interest on the Series 2020A Notes.

Section 4.05. Additional Covenants and Agreements. The Authority hereby covenants and agrees to make, execute and deliver any Supplemental Indenture or certificate necessary to comply with any changes in law or regulation in order to preserve the exemption from federal income taxation of interest on the Series 2020A Notes to the extent that the Authority may lawfully do so.

Section 4.06. Agreement to Pay Rebate Amount. The Authority covenants to pay when due to the United States from legally available funds an amount equal to the payment due, following receipt of notice from the Secretary of Treasury of the United States of nonpayment or underpayments of any amount due to the United States pursuant to any provision of the Code requiring that a payment be made to the United States Treasury to preserve the tax exempt status of interest on the Series 2020A Notes. This obligations shall not be construed as constituting a debt or liability of the Authority for any purpose.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Article and Section Headings. The headings and titles of the several articles hereof, and any table of contents hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Eighth Supplemental Indenture.

Section 5.02. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Eighth Supplemental Indenture to be performed shall be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Eighth Supplemental Indenture or of the Series 2020A Notes.

Section 5.03. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Authority.

IN WITNESS WHEREOF, THE WAYNE COUNTY WATER AND SEWER AUTHORITY has caused this Eighth Supplemental Indenture to be executed in its corporate name by Authorized Officer, and the Trustee has caused this Eighth Supplemental Indenture to be executed in its corporate name by its duly authorized officer.

WAYNE COUNTY WATER AND SEWER  
AUTHORITY

By: \_\_\_\_\_  
Name: Martin Aman  
Title: Executive Director

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF WAYNE     ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2020 before me, the undersigned, personally appeared Martin J. Aman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK     )  
COUNTY OF NEW YORK   ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2020 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Exhibit A

Form of Series 2020A Note

WAYNE COUNTY WATER AND SEWER AUTHORITY  
WATER AND SEWER SYSTEM  
REVENUE BOND ANTICIPATION NOTES, SERIES 2020A

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

CUSIP NO.:

ORIGINAL ISSUE DATE: [April 1, 2020]

MATURITY DATE: [\_\_\_\_\_, 2021]

INTEREST RATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

WAYNE COUNTY WATER AND SEWER AUTHORITY (the "Authority"), a body corporate and politic constituting a public benefit corporation, created and existing under and by virtue of the laws of the State of New York, acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner referred to above, or registered assigns (the "Owner"), solely from the sources and in the manner hereinafter provided, on the Maturity Date stated above, upon presentation and surrender of this Note at the principal trust office of HSBC Bank USA, as the Paying Agent, the Principal Amount stated above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, by draft or check mailed (or at the option of an Owner of \$1,000,000 or more in principal amount of the Notes (as defined herein), by wire transfer to the bank account number on file with the Trustee) thereto, together with interest thereon from the date hereof, at the Interest Rate per annum stated above, payable on the Maturity Date, or until the Authority's obligation with respect to the payment of such principal sum shall be discharged.

[This Note is subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on or after June 1, 2006] [This Note is not subject to redemption prior to maturity.]<sup>2</sup>

Neither New York State, Wayne County, New York, nor any other political subdivision of the State of New York shall be liable for the payment of the Note, and the Note shall not be a debt of New York State, Wayne County, New York, or any other political subdivision.

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<sup>2</sup> To be discussed with BPD

This Note is a special obligation of the Authority, and the payment of the principal and interest on this Note are payable solely from the revenues of the Water and Sewer System after payment of Operating Expenses of the Water and Sewer System, and is one of a duly authorized issue of bonds or bond anticipation notes of the Authority designated as its "Water and Sewer System Revenue Bonds" (the "Bonds") or its "Water and Sewer System Revenue Bond Anticipation Notes" (the "Notes") issued and to be issued in various series under and pursuant to Title 8-E of Article 5 of the Public Authorities Law, constituting Chapter 43-A of the Consolidated Laws of the State of New York, as amended (the "Act"), and under and pursuant to to a Trust Indenture, dated as of March 1, 2001, by and between the Authority and U.S. Bank National Association, as successor trustee (the "Trustee"), as supplemented by an Eighth Supplemental Indenture, dated as of [April 1, 2020], by and between the Authority and the Trustee (as so supplemented, and as hereinafter supplemented by from time to time by further Supplemental Indentures executed by the Authority and the Trustee, the "Indenture"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

To the extent provided in the Indenture, the Bonds and Notes of the Authority may be issued from time to time in one or more series, pursuant to Supplemental Indentures, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture and in the Supplemental Indentures thereto. The aggregate principal amount of Bonds and Notes which may be issued under the Indenture is not limited except as provided in the Indenture, and all Bonds and Notes issued and to be issued under the Indenture are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Indenture and in the Supplemental Indentures thereto.

This Note is the only one of a series of Notes designated "Water and Sewer System Revenue Bond Anticipation Notes, Series 2020A" (the "Series 2020A Note") issued in the aggregate principal amount of \$\_\_\_\_\_ under the Indenture.

Copies of the Indenture are on file at the office of the Authority and at the principal corporate trust office of the Trustee, or its successor as trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the Bonds and Notes, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Owners of the Bonds and Notes with respect thereto and the terms and conditions upon which the Bonds and Notes are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Indenture, the Authority may, with the consent of the holders of not less than a majority of the Bonds and Notes then outstanding, approve a Supplemental Indenture for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of the Indenture or modifying or amending rights and obligations of the Authority thereunder, or modifying or amending the rights of the holders of the Bonds and Notes then outstanding. However, no such Supplemental Indenture shall, without the specific consent of the holder of each Bond and Notes which would

be affected thereby, permit a change in (i) the fixed maturity date for the payment of the principal of any Bond or bond anticipation notes or the dates for the payment of interest thereon, or the terms of the redemption thereof, or reduce the principal amount of any Bond or Notes or the rate of interest thereon or the redemption price; or (ii) reduce the aforesaid percentages of the Bonds and Notes the holders of which are required to consent to any Supplemental Indentures amending or supplementing the provision of the Trust Indenture; or (iii) give preference to any Bonds or Note, or otherwise affect the classes of Bonds or Notes; (vi) authorize the creation of any pledge of the revenues and other moneys pledged, prior, superior or equal to the pledge created for the payment of the Bonds or Notes; or (v) the security of the Bonds or Notes.

This Note is registerable for transfer, as provided in the Indenture, only upon the books of the Trustee kept for that purpose at the principal office of the Trustee by the person in whose name it is registered in person, or by such owner's duly authorized attorney, upon surrender of this Note to the Trustee for cancellation accompanied by delivery of a written instrument of transfer duly executed by the registered owner in person or such owner's duly authorized agent, in form satisfactory to the Trustee. Whenever any fully registered Note shall be surrendered for transfer, the Authority shall execute and deliver at the principal office of the Trustee, in the name of the transferee(s) a new duly executed fully registered Note or Notes, without coupons, of the same series, interest rate and maturity and for a like aggregate unpaid principal amount, and which shall be issued to the transferee(s) in exchange therefor as provided in the Indenture, and upon payment of the charges, if any, therein prescribed.

Upon initial issuance, except as otherwise provided in the Indenture, the ownership of this Note shall be registered in the registry books of the Authority in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"). So long as the Series 2020A Note is held in book-entry form, the nominee of the securities depository shall be considered the registered holder for all purposes. So long as DTC or Cede & Co. as nominee for DTC is the registered holder of the Series 2020A Note, DTC shall be considered the only holder of the Series 2020A Note for all purposes under the Indenture. Ownership interests and transfers of ownership interests in the Series 2020A Note will be accomplished by book entries made by DTC as provided in the Indenture.

The Series 2020A Note is issuable in the form of registered Notes without coupons in denominations of \$5,000 or any integral multiple thereof and shall be issued as book-entry-only Notes and shall be in the form of a single authenticated fully registered bond for each maturity in the aggregate amount of the Notes.

The Series 2020A Note shall not be subject to redemption prior to maturity.<sup>3</sup>

Neither the members of the Authority nor any person executing the Series 2020A Note shall be liable personally on the Series 2020A Note or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified, recited and declared that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in

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<sup>3</sup> To be discussed with BPD

the issuance of this Note, exist, have happened and have been performed and that the issue of the Series 2020A Note, together with all other indebtedness of the Authority, is within every debt and other limit prescribed by the laws of the State of New York.

This Note shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Trustee of the Trustee's Certificate hereon.

IN WITNESS WHEREOF, the Authority has caused this Note to be duly executed in its name and on its behalf by the manual or facsimile signature of the Chairman and has caused its corporate seal or a facsimile thereof to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of the Assistant Secretary, all as of the \_\_\_\_\_ day of \_\_\_\_, 20205.

WAYNE COUNTY WATER AND SEWER AUTHORITY

By: \_\_\_\_\_  
Martin J. Aman, Executive Director

-SEAL-

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_ Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is the Series 2020A Note referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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Authorized Officer

Date of Authentication: \_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

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(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

the within bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints

---

attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

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NOTICE: The signatures on this assignment must correspond with the names as it (they) appears on the face of the within bond in every particular.

Exhibit B

Form of Requisition for Payment and Disbursement

To: U.S. Bank National Association, as successor Trustee  
100 Wall Street, Suite 1600  
New York, New York 10005

**Re: Wayne County Water and Sewer Authority**  
**\$ \_\_\_\_\_ Water and Sewer System Revenue**  
**Bond Anticipation Notes, Series 2020A**

Requisition Number: R-\_\_\_\_\_

Date: \_\_\_\_\_

Ladies and Gentlemen:

Pursuant to Section 505 of the Trust Indenture, dated as of March 1, 2001, by and between the Wayne County Water and Sewer Authority (the "Authority") and HSBC Bank USA, as Trustee (the "Trustee") and Section 3.02(c) of the Eighth Supplemental Trust Indenture, dated as of [April 1, 2020], by and between the Authority and the Trustee (collectively, the "Indenture"), the undersigned Authorized Representative of the Authority hereby requests and authorizes the Trustee, as depository of the Series 2020A Construction Fund created by the Indenture to make the following disbursement from the Series 2020A Construction Fund and, with respect to the obligations(s) referred to in Schedule A, hereby certifies that:

(A) the name(s) of the person(s) to whom disbursement is to be made, the amount to be paid to each, the description of purpose for which the requested disbursement from the Series 2020A Construction Fund is to be made and whether such payment is to be by check or wire transfer are as set forth on Schedule A attached hereto:

(B) each item for which disbursement is requested hereunder is properly payable out of the Series 2020A Construction Fund, in accordance with the terms and conditions of the Indenture;

(C) each item is either a cost incurred incidental to the issuance of the Series 2020A Notes or was necessary in connection with the Project, as defined in the Indenture;

(D) none of the items for which this requisition is made has been the basis for any prior disbursement of proceeds of the Series 2020A Notes.

(E) the amount hereby requested has been paid or is to be paid or shall be paid from the moneys requested.

(F) this document constitutes the approval of the Authority of each disbursement hereby requested and authorized;

The capitalized terms herein, unless otherwise defined, will have the meaning provided in the Indenture.

IN WITNESS WHEREOF, the party hereto has caused this document to be duly executed by a respective authorized officer as of the \_\_\_\_ day of \_\_\_\_\_, 202\_

WAYNE COUNTY WATER AND  
SEWER AUTHORITY

By: \_\_\_\_\_  
Martin J. Aman, Executive Director