



**ERIE COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM**

December 18, 2018

To: Jerome D. Schad, Chair  
Mark S. Carney, Vice Chair  
E. Thomas Jones, Treasurer

Cc: Terrence D. McCracken, Secretary

From: Margaret A. Murphy, Attorney

Subject: Town of Aurora Direct Service MOU

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Attached please find the proposed Memorandum of Understanding (“MOU”) between the Erie County Water Authority (“Authority”) and the Town of Aurora (“Town”). The Town needs additional time to complete the legal requirements necessary to convey its water system to the Authority.

The Town has executed two prior Memoranda of Understanding with the Authority and has been diligent in completing the improvements and other requirements set forth in these Memoranda. Currently, the Town has until January 14, 2019 to complete its legal obligations under the prior Memoranda. Both the Authority and Town need to extend the time so such a conveyance may be approved by referendum. For this reason, we are proposing a one-year extension to complete the transaction.

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the **TOWN BOARD OF THE TOWN OF AURORA**, acting as the governing body of the Town Water Districts, with offices at 300 Glead Avenue, East Aurora, New York 14052 (“Town”) and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation having an office and principal place of business at 295 Main Street, Room 350, Buffalo, New York 14203 (“ECWA”).

### RECITALS

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

**WHEREAS**, the Town has determined it would be in the best interests of its residents and businesses to convey the property and facilities of these water districts to the ECWA, allowing ECWA to provide direct service to these water customers; and

**WHEREAS**, once the Town water system has been conveyed to ECWA, the Town will no longer have any obligation or responsibility to maintain, repair, improve, or oversee the water system property and facilities, except for the payment of annual, public hydrant fees to ECWA; and

**WHEREAS**, ECWA Board of Commissioners and the Town’s Board have approved, and authorized the execution of the Memoranda of Understanding, on or after September 18, 2014 and December 29, 2015, leading to the sale and conveyance of the Town water system to the ECWA; and

**WHEREAS**, before the ECWA and the Town may enter into a direct service agreement, the Town needs to undergo a number of legal procedures to authorize the transfer of property and facilities owned by the Town to the ECWA, which takes a considerable length of time to complete;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. The Town and the ECWA agree that this Memorandum of Understanding incorporates all previous Memoranda of Understanding, signed on or after September 18, 2014 and December 29, 2015, unless stated otherwise in this Memorandum of Understanding.
2. The parties agree that due to the legal proceedings required to be undertaken by the Town prior to performing the improvements and dissolving the various water districts of the Town, certain of which actions will be subject to referendum, the Town cannot guaranty that it will be in a position to complete the work required and to authorize the transfer. On this basis, the Town will be under no legal obligation to transfer the water system facilities to the ECWA and the ECWA will have no obligation to accept the transfer of the water system facilities, unless

the Town completes all steps necessary to authorize the transfer within one year following the date of this Memorandum of Understanding, unless the date is extended due to extenuating circumstances and upon the mutual agreement of both parties.

3. The ECWA agrees to enter into a direct service agreement with the Town within 30 days following the referendum authorizing the sale and conveyance of the property and facilities of these water districts to ECWA.

4. The ECWA agrees to accept the property and facilities of the water districts within the timeframe set forth in the direct service agreement and upon the terms and conditions mutually agreed upon by the ECWA and the Town in the direct service agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date above written.

**TOWN OF AURORA**

By \_\_\_\_\_  
James J. Bach, Supervisor

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chairman

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, in the year 201\_, before me personally came James J. Bach, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Aurora, New York, that he is the Supervisor of the Town of Aurora described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Aurora pursuant to a duly enacted resolution.

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

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, in the year 201\_, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

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Notary Public