



To: Board Members

Date: March 28, 2024

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, April 4, 2024 @ 8:30 a.m.
Board Room, 475 Norris Drive**

AGENDA ITEMS:

1. Personnel Items

- Provisional Appointments of Erica Aviles and Hallie Doane to the title of Office Clerk IV in the Finance and Business Services Department, at an hourly rate of \$21.90. These appointments are to fill two current vacancies in Customer Service. The applicants interviewed favorably and were found to be well-suited for the position. See enclosed memorandums from Felicia Romagnolo.
- Provisional Appointment of Matthew McClean to the title of Electrical and Instrumentation Mechanic I, effective April 9, 2024, at an hourly rate of \$45.74. Mr. McClean has most recently been with I BEW Local 86 Electricians Union. He will be required to take the next Civil Service exam and be reachable on the eligible list to be permanently appointed to this position. See enclosed memorandum from Christopher LaManna.
- Provisional Appointment of Anthony Piascik to the title of Construction Engineer in the Engineering department, effective April 8, 2024 at an annual salary of \$89,690. Anthony recently took the Civil Service exam for this title and is reachable on the eligible list. Anthony has made significant influences with the Genesee County Water Supply Project. See enclosed memorandum from Stephen Savage.

2. There is an item on the agenda to authorize the use of the Monroe County Contract for Highway materials to purchase the as-needed Asphalt Materials from the awarded vendors, Innovative Municipal Products US, Inc. and Rochester Asphalt Materials.
3. There is an item on the agenda to authorize the use of the Monroe County Contract for Highway Materials for the purchase of the as-needed Construction Stone Products with the awarded vendors, Dolomite Products Company, Inc., Heidelberg Materials Northeast and Iroquois Rock Products.
4. There is an item on the agenda to authorize the amendment of Resolution #21-158 to reflect an extension of the contract period end date for the as-needed purchase of tires and related services.

5. There is an item on the agenda to authorize the purchase of two new 2024 John Deere backhoe/loaders from Five Star Equipment, Inc. utilizing New York State OGS Contract for Heavy Equipment.
6. There is an item on the agenda to authorize the purchase of Advanced Scientific Equipment and Instruments from Hach Company utilizing New York State Office of General Services (NYSOGS) Group 38700, Award 23313, Contract PC70317. Laboratory and process monitoring and control supplies, equipment, instruments, and associated maintenance services will be purchased as-needed for an estimated total annual cost of \$100,000 through the initial contract period ending March 3, 2025. This contract may be extended for up to four additional 12-month periods through March 3, 2029 in accordance with the terms and conditions of the NYSOGS.
7. The Authority received Statements of Qualifications and Proposals from four consultants to provide professional engineering design services for the Lee Road Booster Pumping Station (BPS) Electrical and Heating, Ventilating, and Air Conditioning (HVAC) Improvements Project. The request for qualifications and proposal was advertised on the Authority's website.

The Lee Road BPS was originally constructed in 1961 and is the Authority's largest BPS in the distribution system. Reliable and efficient operation of the BPS is critical to the overall operation of the Authority's transmission and distribution system. Much of the electrical equipment is original, over 60 years old, and has exceeded its anticipated service life. Additionally, in January 2022, a medium voltage load break switch located in the outdoor switchgear failed. Although a temporary repair was completed, the entire outdoor switchgear must be replaced. Improvements are necessary to restore long-term resilient and reliable operation for the BPS. The professional engineering services to be provided include design, bidding, and construction phase services.

After review of the statements of qualifications and proposals submitted, the selection committee recommends award to Erdman Anthony and Associates, Inc. The initial budget for design and bid phase services is \$170,000. Construction phase services will be incorporated into the professional services agreement by amendment at a later date based on the hourly rates proposed.

8. Certain state and federal agencies have required that we provide documentation that signatories to permit applications submitted to them are duly authorized. There is an item on the agenda stipulating that the Executive Director, Director of Engineering, Director of Production and Transmission, and the Director of Operations are so authorized.
9. There is a resolution on the agenda, as requested by the Town of Pembroke, to authorize the execution of a new Retail Lease Agreement between the Water Authority and the Town.

The Town and the Authority entered into a Retail Lease Agreement for Operation of Water Districts in October 2001 that is currently in effect. The Town is currently pursuing an extension of public water to additional areas of the Town and is seeking financing for the proposed district improvements through the United States Department of Agriculture Rural Development (USDA). To qualify for outside funding the Town has requested a new Retail Lease Agreement with the Water Authority for a new 40-year term from the Effective Date of the Agreement.

10. There is an item on the Agenda for approval of the Monroe County Water Authority's 2023 Annual Report, submitted in accordance with Section 2800 of the Public Authorities Law and entered electronically into the Public Authorities Reporting Information System (PARIS) as required by the New York State Authorities Budget Office. This report was previously e-mailed to each Board Member for prior review.
11. There is an item on the agenda to authorize purchase of six new Dell VxRail servers, utilizing the New York State OGS Contract.
12. There is an item on the agenda to authorize the use of the New York State OGS Contract, Information Technology Microsoft Reseller (Statewide) Group for the purchase of MS Windows Server 2022 Per Core licensing from Dell Technologies.
13. There is an item to be moved from the table and considered for authorization of Leak Detection Services. This item was tabled at the March 7th regular meeting
14. The Authority's Standard Procurement Compliance Resolution.

There may be additional items placed on the Agenda not finalized for this mailing.

BOARD DISCUSSION/NOTIFICATION ITEMS

- In Board Folders for Review:
 - Routine Monthly Informational Reports and/or Updates
 - 2023 Final Audited Financial Statements
 - Notification of RFP for Phone System Upgrade and Maintenance

There may be additional items presented for discussion and/or notification.

Annual Meeting will follow upon adjournment of the Regular Meeting.

The Agenda for the Annual Meeting and applicable supporting reference materials are enclosed for Board Members' review.

NN/dlh

Enclosures

cc: Executive Staff



Memorandum

To: Amy Molinari, Director of Finance & Business Services

Date: 3/7/24

From: Felicia Romagnolo, Manager of Customer Services

Subject: Recommendation to Hire


Copy: D. Hendrickson

I would like to recommend the provisional appointment of Hallie Doane to the position of Office Clerk IV in the Finance/Business Services Department, Customer Service Unit.

Hallie has customer service experience, working at Paws and Claws Pet Care, Gloria Jean's Coffees, and Dunkin' Donuts. Hallie interviewed favorably with Amy Molinari, Felicia Romagnolo, and Christina Bojko.

I recommend that Hallie be appointed provisionally to the title of Office Clerk IV at a rate of \$21.90 per hour effective April 15, 2024.

(Dis)Approved:  3/8/24
 Director of Finance/Business Services Date

(Dis)Approved:  3/11/24
 Executive Director Date

Board Resolution: _____



Memorandum

To: Amy Molinari, Director of Finance & Business Services

Date: 3/7/24

From: Felicia Romagnolo, Manager of Customer Services

Subject: Recommendation to Hire

Copy: D. Hendrickson

I would like to recommend the provisional appointment of Erica Aviles to the position of Office Clerk IV in the Finance/Business Services Department, Customer Service Unit.

Erica has customer service experience, working at Seyrek Disposal and Ruby Gordon Home. Erica interviewed favorably with Amy Molinari, Felicia Romagnolo, and Christina Bojko.

I recommend that Erica be appointed provisionally to the title of Office Clerk IV at a rate of \$21.90 per hour effective April 15, 2024.

~~(Dis)~~Approved:  3/8/24
 Director of Finance/Business Services Date

~~(Dis)~~Approved:  3/11/24
 Executive Director Date

Board Resolution: _____



Memorandum

To: Nicholas A. Noce
 Date: March 25, 2024

From: Christopher J. LaManna, P.E. *CJL*
 File: Personnel

Subject: Recommendation for Provisional Appointment – E&I I
 Copies: D. Hendrickson
 L. Magguilli
 E. Young

I recommend the provisional appointment of Matthew McLean to the position of Electrical and Instrumentation Mechanic I in the Production and Transmission Department. The Department has a need for this position in the Electrical Maintenance group based at the Shoremont Water Treatment Plant. There is currently no Civil Service list of available candidates for this position. This position was advertised on the Authority’s web site.

Mr. McLean has the required experience and training, and has demonstrated the capabilities necessary to meet the requirements of the Electrical and Instrumentation Mechanic I position. Mr. McLean’s appointment will be provisional until he completes the Civil Service Exam for this title the next time it is offered by Monroe County, and is determined to be reachable for appointment.

If approved, Mr. McLean’s provisional appointment to Electrical and Instrumentation Mechanic I will be effective April 9, 2024 at an hourly rate of \$45.74.

Approved: *Christopher J. LaManna*
 Director of Production and Transmission

3/25/24
 Date

/
 (Dis)Approved: *Nicholas A. Noce*
 Executive Director

3/25/24
 Date


Board Resolution: _____



Monroe County Water Authority

Memorandum

To: Nicholas Noce, Executive Director Date: March 26, 2024

From: Stephen M. Savage, PE 
Director of Engineering

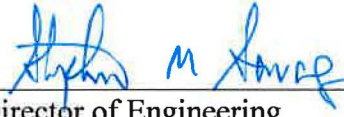
Subject: Recommendation for promotion Construction Engineer Copies: D. Hendrickson
T. Ferguson

I respectfully request you obtain the Board's approval to promote Anthony Piascik, P.E. to the position of Construction Engineer to be effective April 8, 2024.

Mr. Piascik has been serving in the Engineering Department's New Services Group since he was hired in July, 2020 and has been managing the group since February 2022. He has done an excellent job in his current position. In addition to the management of the New Services Group Tony has had a significant role in the Water Authority's efforts associated with Phase 2 and Phase 3 of the Genesee County Water Supply Project. He is reachable on the current civil service list and it is my recommendation that he be promoted at this time.

The recommended salary based on the duties of the position, Tony's experience, and the compensation guidelines is \$89,690.


(Dis)Approved: _____
Executive Director Date 3/26/24


(Dis)Approved: _____
Director of Engineering Date 3/26/24

Board Resolution: _____

**RETAIL LEASE AGREEMENT FOR OPERATION OF WATER DISTRICTS
TOWN OF PEMBROKE
TO
MONROE COUNTY WATER AUTHORITY**

AGREEMENT made this 4th day of January, 2024, between MONROE COUNTY WATER AUTHORITY, a public benefit corporation having its principal office at 475 Norris Drive, in the City of Rochester, Monroe County, New York (the "Authority"), and the TOWN BOARD OF THE TOWN OF PEMBROKE, Genesee County, New York, a municipal corporation (the "Town"), acting on behalf of all of its water districts and, for avoidance of doubt, any and all of the Town's existing and former water districts, water benefited areas and extensions thereto, whether now existing or hereafter formed (collectively, the "District").

WHEREAS, the District and the Authority entered into a Retail Lease Agreement for Operation of Water Districts dated October 17, 2001 that is currently in effect (the "Existing Agreement"); and

WHEREAS, the Town is seeking United States Department of Agriculture Rural Development (USDA-RD) financing for new water districts; and

WHEREAS, the Town has requested an updated Agreement with the Authority to satisfy USDA-RD's requirements; and

WHEREAS, the parties are now making this Retail Lease Agreement for the Operation of Water Districts (this "Agreement") pursuant to Section 198, par. 12(b) of the Town Law of the State of New York, to replace and supersede the Existing Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

OPERATION AND MAINTENANCE

1.1 From and after the Effective Date, the Town hereby leases to the Authority the entire operating plant, hydrants, water pumping, storage and distribution system of the Town (including, but not limited to, any and all conduits, pipes, valves, casings, meters, pumps, tanks and vaults owned by the Town) together with all of the Town's interests in real property of any kind or nature to the extent assignable (including, but not limited to, any and all easements (whether temporary or permanent and/or exclusive or non-exclusive), licenses and leases in favor of the Town), and all extensions thereto, whether now existing or hereafter formed (collectively, the "Leased Facilities"). The Leased Facilities include any replacements, additions, betterments and improvements (collectively, the "Improvements") hereafter furnished and installed in or by the Town during the term of this Agreement. The Leased Facilities constitute all of the physical assets used by or useful in connection with the distribution and sale of water in the Town's water system on and as of the Effective Date.

1.2 All references to customers, property or facilities of the District include any extensions thereto, including extensions that may be outside the territorial boundaries of the Town.

1.3 From and after the Effective Date, the Authority agrees to (a) operate, maintain and repair the Leased Facilities at its own cost and expense, and (b) sell water to the customers of the Town in accordance with the Authority's Current Rate Schedule generally applicable to retail customers of the Authority, as the same may be amended from time to time by the Authority in its sole discretion (the "Current Rate Schedule"). Pursuant to the provisions of Section 1105 of the Public Authorities Law, the Authority is not required to pay taxes or assessments upon any properties or Improvements made or acquired by it or upon the Leased Facilities. From the date of, and during the term of this Agreement, the Town shall remedy or cure, to the Authority's satisfaction, any defects in the easements, licenses and leases in favor of the Districts that are part of the Leased Facilities, by exercising its powers or condemnation and eminent domain or otherwise, all at the cost and expense of the Town.

1.4 During the term of this Agreement, all sales of water and the performance of services by the Authority for the Town shall be made in accordance with and governed in all respects by the Authority's Rules for the Sale of Water and the Collection of Rents and Charges, as amended from

time to time by the Authority in its sole discretion (the “Authority’s Rules”), and by subpart 5-1, Public Water Supplies, of the New York State Sanitary Code.

1.5 The Town shall not sell or resell water either inside or outside the Town for any purpose whatsoever.

1.6 During the term of this Agreement, the Authority shall have the exclusive right to be the sole supplier of public water to all existing and future customers located within the Town.

1.7 The Town shall protect and preserve all water system assets installed within and adjacent to the right-of-way and water system easements from encroachment by other utilities and structures of any kind via their permitting and planning functions.

II. REPLACEMENTS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS

2.1 The Town shall not at any time be obligated to make Improvements within the territorial limits of the Town or any extensions thereof at its own cost and expense, other than those resulting from the Town's decision to install new facilities without the approval of the Authority as described in 2.7.

2.2 The Authority may, in its sole discretion and at its own cost and expense, make Improvements within the territorial limits of the Town, when economically feasible, in order to provide an adequate supply of water at proper pressure to the Town, or to other areas outside of the Town where the Authority is authorized and empowered to sell water. The Town agrees that such Improvements may be installed at such locations, and may be connected and interconnected with the distribution systems of the Town in such manner, as the Authority may determine and shall not be subject fees, charges or other costs for Town approvals or easements on Town property. Legal title to such Improvements installed by the Authority at its own cost and expense or as agent for the County of Genesee (the “County”) will be and remain in the Authority or the County, as appropriate.

2.3 Legal title to Improvements, when approved by the Authority and installed by the Town at its own cost and expense, will be and remain in the Town.

2.4 From time to time private developers will make Improvements pursuant to the terms of main extensions agreements ("Main Extension Agreements") entered into with the Authority. Legal title to any such Improvements will be and remain in the Authority.

2.5 The Town agrees that the Authority may use the Leased Facilities to supply water to areas located beyond the limits of the Town, and the Town shall not impose on the Authority in consequence of those activities any rentals or other charges or conditions. The Authority agrees that such use by it of the Leased Facilities will not reduce, below Department of Health accepted standards, the supply or pressure of water then being furnished by the Authority to customers within the Town.

2.6 All extensions to the existing District after the Effective Date will be made under the exclusive control and jurisdiction of the Town, subject to the provisions of the Town Law and any amendments thereof. Except as specifically provided in this Section 2.6, the Authority shall not have responsibility for any such extensions. In the event the Town forms one or more extensions, they will be subject to the following terms and conditions:

a. Distribution systems within the extensions must be installed without cost to the Authority and must service the entire area of the said extension.

b. Upon completion of the distribution systems within such extensions, the distribution systems and extensions will become subject to this Agreement and to the Authority's standard "Water District Main Extension Agreement," a copy of which is attached hereto as Schedule A.

c. The Town will have the exclusive right to determine the amount of any fee to be charged to any such extension and paid by it to the Town for the privilege for connecting to the facilities of the Town. The fee will belong exclusively to the Town, and the Authority will have no right or interest therein whatsoever.

d. Extensions to the existing District or distribution systems installed within the Town by a developer or others, at no expense to the Town, will be owned by the Authority upon completion of the installation.

e. The Town shall comply with all applicable laws, rules and regulations, including the Authority's Rules, and obtain all necessary governmental approvals with respect to the formation of any extensions and the construction of the distribution systems therein.

2.7 All extensions to existing water districts made by the Town in accordance with Section 2.6 above, and all Improvements installed by the Town at its own cost and expense, shall be performed in accordance with the Authority's Rules and its standards and specifications, the design of which must be approved by the Authority in advance, and will be the subject of a Water District Main Extension Agreement between the Authority and the Town in form and substance reasonably satisfactory to the Authority and the Town.

2.8 In the event that the Town desires to install a type or quality of pipe that meets AWWA and NSF Standards but is different than the Authority's specifications, the Authority is willing to allow the Town to bid alternatives for price comparison purposes. The parties agree to discuss different alternatives, quality concerns, and the costs thereof. If the cost difference is not significant, the Authority's specifications and standards will prevail. The Town may proceed without the Authority's approval of the pipe material; however, any such constructions will be subject to the Town being responsible for the full costs of any future repairs to or replacements of the facilities. The Authority may, at its option, choose to participate financially in the construction to resolve the cost differences.

III. SERVICE CONNECTIONS

3.1 During the term of this Agreement, all service connections will be made in accordance with the Authority's Rules.

IV. HYDRANTS

4.1 When replacing existing water mains and hydrants in accordance with Section 4.3, the Authority shall pay the costs thereof.

4.2 Upon the receipt of a certified copy of a resolution of the Town requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the District, the Authority will, at its initial cost and expense, but subject to reimbursement by the Town

as hereinafter provided, place and install the hydrants and hydrant connections in accordance with Section 4.3 hereof.

4.3 Hydrants will be installed only on six-inch or larger diameter water mains at a minimum spacing interval of 500 feet. When hydrants are installed as part of a water main replacement project, the Authority shall, to the extent practicable and desirable for the Town and the Authority, locate new hydrants reasonably close to the existing hydrant locations.

4.4 Hydrants installed at the sole request of the Town less than 500 feet apart will be considered "Additional Hydrants" installed for the purposes of private fire protection, as such term is defined in the Authority's Rules. Hydrants installed by the Authority in its sole discretion and for its water supply purposes less than 500 feet apart will not be considered as private fire protection.

4.5 The Authority shall bill the Town for hydrants and hydrant connections requested by the Town under Sections 4.2 or 4.4 at the actual installed cost thereof to the Authority, and the Town shall reimburse the Authority in the amount billed therefor within thirty (30) days of the invoice date. Legal title to such hydrants and hydrant connections will be and remain in the Authority.

4.6 Hydrants installed as part of main extensions for real estate developments will be installed by and at the expense of the real estate developer, and will be owned by the Authority.

V. WATER SUPPLY BY THE AUTHORITY

5.1 From and after the Effective Date, the Authority shall furnish and supply all water to those customers now being served by the Town, and to such other residents and inhabitants of the Town who apply to the Authority for water service during the term of this Agreement, in accordance with the Authority's Rules.

5.2 It is understood and agreed that the Authority makes no guarantees as to the quantity, quality or pressure of the water in the pipes or mains supplying the same, or the continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure or other defect in the supply of water, whether caused by shutting off of water in case of accident or for alterations, extensions, connections or repairs, or for any cause whatsoever. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water

for such periods as are necessary, and the Authority shall restore service and make water available as soon as reasonably practicable.

VI. RESERVED

VII. WATER SYSTEM RECORDS

7.1 The Authority shall incorporate into the Authority's mapping and document management systems, maps and water system records and add thereon any additions, betterments or deletions to the system. The Authority shall provide the Town with up-to-date maps upon termination of this Agreement.

7.2 The Town shall not disclose any maps, drawings or other records relating to the water system's construction or operation without the prior written consent of the Authority.

VIII. EFFECTIVE DATE

8.1 The Authority shall lease and perform its obligations to operate and maintain the Leased Facilities and sell water to customers of the Town under this Agreement from and after the Effective Date. As used in this Agreement, the "Effective Date" is _____, 202_.

IX. TERM OF THIS AGREEMENT

9.1 The term of this Agreement will be for a period of forty (40) years from the Effective Date.

9.2 If this Agreement is not renewed at the end of such term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the Town may, if it determines it to be in the public interest after a public hearing as provided in Section 202-b of the Town Law, or pursuant to other applicable law, acquire from the Authority any Improvements installed pursuant to Section 2.2 hereof, but excluding transmission booster station, or storage facilities. The value of such capital additions will be computed at original cost, or cost of reproduction, less depreciation, whichever is less, as determined by a panel of three qualified appraisers, one to be chosen by the Authority, one to be chosen by the Town, and the third to be the agreed choice of both parties hereto. In the event of failure to agree on such third appraiser, either

party may apply to the Supreme Court of the State of New York for such appointment. If the Town elects not to acquire such capital additions upon termination as set forth in this Section, the Authority may, at its option, remove such capital additions from the distribution and storage systems hereby leased, or lease said capital additions to the District under terms and conditions mutually agreeable to the parties hereto (which will include an agreement for the taking and purchase of a water supply by the Town from the Authority on a wholesale or other basis for a mutually agreeable term).

9.3 During the final year of this Agreement, or at any earlier date as requested by the Town in writing to the Authority, the Authority will have the option to purchase from the Town the entire operating plant and distribution facilities owned by the Town and leased to the Authority. The value of such assets will be determined to be the original cost as paid by the Town less depreciation based upon a 40-year life.

9.4 If this Agreement is not renewed at the end of the initial term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the Authority retains the right, without limitations and without the imposition of any transmission fees or any other fees or charges, to the continued ownership of and use of any storage, transmission or booster pumping facilities as referenced in Section 9.2 above.

X. FORCE MAJEURE

10.1 Subject to the last sentence of this Section 10.1, failure of the Authority or the Town to perform any of its obligations under this Agreement resulting from any cause or causes beyond its control (including but not limited to strikes, labor disputes, fire, acts of God, or acts or orders of the government) will not constitute an actionable default or breach of this Agreement. The time for performance of any duty or obligation hereunder that cannot be performed as a result of an event of Force Majeure will be extended for a period equal to the duration of such inability to perform. Notwithstanding the preceding sentences, Force Majeure events will not extend the time for payment of any money which is due and payable or extend the current term of this Agreement.

XI. MISCELLANEOUS

11.1 From and after the Effective Date, this Agreement constitutes the entire understanding between the parties with respect to its subject, and supersedes any and all prior agreements,

arrangements and understandings, written or oral, relating to the subject matter hereof, including the Existing Agreement.

11.2 This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

11.3 The parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.

11.4 This Agreement may not be amended, changed, modified, or altered except in a writing executed by the parties hereto.

11.5 No waiver of compliance with any provision or condition hereof, and no consent provided for herein, will be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

11.6 No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

11.7 This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

11.8 All the rights and duties of the parties created by this Agreement will survive with respect to the services performed prior to such termination.

11.9 The parties intend that any term or provision of this Agreement that is held to be invalid or unenforceable be interpreted by the courts such that it is valid and enforceable to the greatest extent possible and not render invalid or unenforceable, or otherwise affect, the remaining terms and provisions of this Agreement.

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

MONROE COUNTY WATER AUTHORITY

By:

Nicholas Noce, Executive Director

TOWN BOARD OF THE TOWN OF PEMBROKE
(Acting on behalf of the Town of Pembroke water districts and any present and future extensions thereto)

Thomas Schneider Jr.

By: Thomas Schneider Jr., Supervisor

Edward Arnold Jr.

By: Edward Arnold Jr., Deputy Supervisor / Town Councilman

Kathleen Manne

By: Kathleen Manne, Councilwoman

Thomas Dix

By: Thomas Dix, Councilman

Deborah Conti

By: Deborah Conti, Councilwoman



TOWN OF PEMBROKE

1145 Main Road Corfu, New York 14036
(585) 599-4892 or (585) 762-8246
Fax (585) 762-8233
TDD/TYY 1-800-662-1220

Thomas Schneider, Town Supervisor

Edward G. Arnold, Jr., Deputy Supervisor
Thomas Dix, Councilman

Kathleen Manne, Councilwoman
Deborah Conti, Councilwoman

CERTIFICATION

State of New York }
County of Genesee }
Town of Pembroke }

ss:

I, Nicole M. Begin, Town Clerk of the Town of Pembroke, County of Genesee, State of New York, DO HEREBY CERTIFY that **Resolution # 3 of 2023** – Retail Lease Agreement with Monroe County Water Authority, in the Town of Pembroke, County of Genesee, New York, as adopted by the Town Board of the Town of Pembroke on the 4th day of January 2024 is a true copy of said Resolution and of the whole thereof.

WITNESS WHEREOF,

I have hereunto set my hand and affixed
The corporate seal of said Town this
4th Day of January 2024.

{SEAL}

Nicole M. Begin
Pembroke Town Clerk
Genesee County, State of New York

RESOLUTION # 3 – Retail Lease Agreement with Monroe County Water Authority

WHEREAS, the District and the Authority entered into a Retail Lease Agreement for Operation of Water Districts dated October 17, 2001 that is currently in effect (the “Existing Agreement”); and

WHEREAS, the Town is seeking United States Department of Agriculture Rural Development (USDA-RD) financing for new water districts; and

WHEREAS, the Town has requested an updated Agreement with the Authority to satisfy USDA-RD’s requirements; and

WHEREAS, the parties are now making this Retail Lease Agreement for the Operation of Water Districts (this “Agreement”) pursuant to Section 198, par. 12(b) of the Town Law of the State of New York, to replace and supersede the Existing Agreement in its entirety; and **NOW, THEREFORE, BE IT**

RESOLVED, in consideration of the mutual covenants and agreements hereinafter set forth, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to lease to the Monroe County Water Authority all water facilities owned or built by said District and to engage the Monroe County Water Authority to operate, maintain and repair the entire operating plant of said District and for it to sell water to all customers in the town water districts pursuant to the terms and conditions of a certain RETAIL LEASE AGREEMENT FOR OPERATION OF WATER DISTRICTS, as attached hereto and made a part hereof, and, **BE IT FURTHER**



TOWN OF PEMBROKE

1145 Main Road Corfu, New York 14036
(585) 599-4892 or (585) 762-8246
Fax (585) 762-8233
TDD/TYY 1-800-662-1220

Thomas Schneider, Town Supervisor

Edward G. Arnold, Jr., Deputy Supervisor

Thomas Dix, Councilman

Kathleen Manne, Councilwoman

Deborah Conti, Councilwoman

RESOLVED, That the Supervisor is hereby authorized and directed to execute said RETAIL LEASE AGREEMENT and any other documents related thereto and to transmit the same forthwith to the Monroe County Water Authority for its adoption and signatures.

Motion: Supervisor Schneider

Second: Councilwoman Manne

Ayes: Arnold, Manne, Dix, Conti, Schneider

Nays: None

APPROVED by: Unanimous vote (5-0)

RESOLUTION NO. 90

**RETAIL LEASE AGREEMENT-COUNTYWIDE
WATER PROGRAM/TOWN OF PEMBROKE
RETAIL LEASE AGREEMENT WITH MONROE
COUNTY WATER AUTHORITY-APPROVAL OF**

Legislator Clattenburg offered the following resolution:

WHEREAS, Genesee County established a Countywide Water Program and has entered into Water Supply Agreements with municipalities and authorities across the County, and

WHEREAS, the Town of Pembroke is developing a Water District 4 and the Monroe County Water Authority has requested that the Town renew its existing Retail Lease Agreement with the Authority, and

WHEREAS, Genesee County is required to provide oversight and review of all intermunicipal agreements relative to water within Genesee County, and

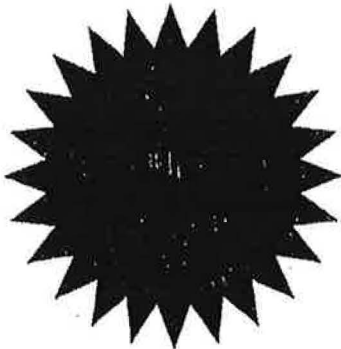
WHEREAS, the Genesee County Highway Superintendent and the County Attorney have reviewed this agreement and do recommend concurrence at this time, and

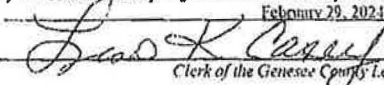
WHEREAS, the Committees on Public Service and Ways and Means have reviewed this request and do concur at this time. Now, therefore, be it

RESOLVED, that Genesee County Legislature does hereby concur and approve of the Retail Lease Agreement between the Town of Pembroke and the Monroe County Water Authority.

Budget Impact: This resolution renews the current lease agreement and does not impact the funding of the water project. There is no budget impact.

Legislator Dibble seconded the resolution, which was adopted by 200 votes.



State of New York
County of Genesee
I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted
by the Genesee County Legislature on the 28th day of February 2024 Dated, Bnlatia, New York.
February 29, 2024

Clerk of the Genesee County Legislature



Monroe County Water Authority

Memorandum

To: Larry Magguilli, Deputy Executive Director **Date:** 3/25/2024
From: Justin Moore, Manager of Information Technology **File:**
JMM
Subject: Dell VxRail Server Purchase **Copies:**
April 4, 2024 Board Meeting

Information Technology is requesting authorization to purchase six new Dell VxRail servers, four new Dell EMC 25GB top rack switches, one new PowerEdge R750 witness server, and associated 3 year warranties. The new VxRail infrastructure will replace outdated and end of life Dell VSAN Servers. Existing infrastructure hosts at least 75 virtual servers, associated critical business applications, and 165 TiB of data storage. By moving to Dell VxRail, the Authority will benefit from cutting edge server technology including: improved performance, redundancy, and scalability for the next 5 to 7 years. The Dell VxRail also includes stretch clustering technology which will allow for active active redundancy between the ESOC and SWTP Datacenters, significantly improving failover recovery times from any hardware or datacenter failures.

We received five responses to our solicitation through the New York State Office of General Services Information Technology Umbrella Contract Group 73600 Award 22802 (Contract Number PM20820). Our recommendation is to award this contract to the low responsive quote from Mercury Networks at an estimated cost of \$641,500.00.



Monroe County Water Authority

Memorandum

To: Larry Magguilli, Deputy Executive Director **Date:** 3/25/2024
From: Justin Moore, ^{JMM} Manager of Information Technology **File:**
Subject: Windows Server 2022 DC per Core Licenses **Copies:**
April 4, 2024 Board Meeting

Information Technology is requesting authorization to purchase new Windows Server 2022 per core licenses for all virtual servers. By purchasing this licensing MCWA will be able to run an unlimited number of Virtual Windows 2022 Servers on all nodes of the newly procured Dell VxRail infrastructure. Furthermore, MCWA will be able to stay in security compliance with supported versions of Microsoft Server Operating systems and upgrade end of life servers to current versions.

Our recommendation is to purchase these licenses directly through the New York State Office of General Services Information Technology Microsoft Reseller (Statewide) 76000 Award 23116 (Contract Number PS68202) to Dell Technologies at an estimated cost of \$32,000.00.

/dh