

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20___, between the TOWN OF PENDLETON, Niagara County, New York and the PENDLETON WATER DISTRICT ("PENDLETON"), and the TOWN OF LOCKPORT, Niagara County, New York, and the TOWN OF LOCKPORT WATER DISTRICT NO. 3 ("Lockport").

WHEREAS, Pendleton and Lockport entered into an Indenture dated May 1, 1962 concerning certain water distribution facilities (the "1962 Indenture") and

WHEREAS, pursuant to the 1962 Indenture Pendleton and Lockport jointly owned and were jointly responsible for the maintenance of 1) a 10 inch cast iron water line, hydrants, and service connections on the east side of Transit Road in Lockport between Tonawanda Creek Road and Robinson Road, (the "Transit Road Line"), and 2) an eight inch cast iron water line, hydrants, and meter pit on Campbell Boulevard between Mapleton Road and Pendleton's northern border (the "Campbell Boulevard Line"), and

WHEREAS, Pendleton and Lockport entered into a further Indenture in 1968 concerning additional water distribution facilities (the "1968 Indenture"), and

WHEREAS, pursuant to the 1968 Indenture, Pendleton and Lockport jointly owned and maintained an asbestos cement water line of varying diameter located on the south side of Robinson Road in Pendleton, extending from the intersection of Robinson

Road and Transit Road westerly to East Canal Road (the "Robinson Road Line"), and

WHEREAS, the Transit Road Line has been completely abandoned/replaced by both Pendleton and Lockport, and each now owns and maintains its own line servicing this area, and

WHEREAS, a portion of the Robinson Road Line has been abandoned/replaced, and the Town of Lockport does not currently use and has no need to use the remaining portion of the Robinson Road Line, and

WHEREAS, Lockport intends to construct an improvement to its water distribution system in 2020 whereby it will install an inter-connection with a Niagara County Water District water main at the intersection of Campbell Boulevard and Lockport Road (the "2020 Project"). Pendleton may also wish to inter-connect its water system to the NCWD line at this same point, which would benefit its water system, and

WHEREAS, upon completion of the 2020 Project, Lockport will have no further use or need of the Campbell Boulevard Line,

NOW THEREFORE, in consideration of the above premises and the mutual obligations stated below, the parties hereby agree:

1) That Lockport hereby relinquishes, gives, abandons and quit claims all of its interest, rights and responsibilities concerning the Robinson Road Line, including any easements, licenses, or property rights which it has pertaining thereto, to Pendleton.

2) That Lockport will design the 2020 Project to include the ability for Pendleton to also inter-connect with the Niagara County Water District Line at Campbell Boulevard and Lockport Road, and Pendleton will bear the cost of inter-connecting Pendleton's water system at that point.

3) Upon completion of the 2020 Project, all of Lockport's interest, rights and responsibilities concerning the Campbell Boulevard Line, including any easements, licenses, and property rights pertaining thereto, shall be relinquished, given, abandoned and quit claimed to Pendleton without the need for any further action.

4) That the parties shall request that metering and billing of water from the Niagara County Water District to Lockport and Pendleton affected by this Agreement be adjusted to reflect the above, i.e., water from the Niagara County Water District supplying the Campbell Boulevard Line shall be billed to Pendleton instead of Lockport.

[Signature page follows]

IN WITNESS THEREOF, the parties have set their signatures

below:

TOWN OF LOCKPORT and
LOCKPORT WATER DISTRICT NO. 3

Mark Crocker

Mark C. Crocker
Town Supervisor

2 Dec 19

Date

TOWN OF PENDLETON and
PENDLETON WATER DISTRICT

Joel Maerten
Town Supervisor

Date

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

On the *2nd* day of *December* in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **MARK C. CROCKER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the Instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the Instrument.

BRIAN D. SEAMAN
Reg. No. 02SE6165824
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 05/14/20 *23*

Brian D. Seaman

Notary Public

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

On the _____ day of _____ in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **JOEL MAERTEN** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the Instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Public