

Record of Ordinance

Ordinance No. 2019-09

Passed: March 25, 2019

An Ordinance Authorizing and Directing the Mayor of the Village of West Lafayette to Sign an Agreement for the Village to Purchase Water From Coshocton

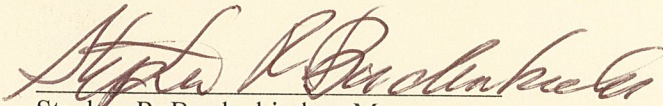
Whereas, the Citizens of the Village of West Lafayette voted in the November 2018 General Election in favor of the Council of the Village of West Lafayette to enter into negotiations with the City of Coshocton for the purchase of municipal water;

Whereas, the Council for the Village of West Lafayette has been advised of the contents of an agreement with the City of Coshocton for the purchase of municipal water;

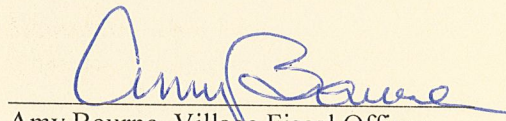
Whereas, a Copy of an agreement has been proposed and attached hereto;

Wherefore, be it Resolved by the Village Council of the Village of West Lafayette, Coshocton County, Ohio that the Mayor is authorized and directed to sign said agreement with the City of Coshocton.

Passed this 25 day of March, 2019


Stephen R. Bordenkircher, Mayor

Attest:


Amy Bourne, Village Fiscal Officer

VILLAGE OF WEST LAFAYETTE, CITY OF COSHOCTON
WATER SYSTEM TRANSFER AGREEMENT

This Agreement is made and entered into by and between the Village of West Lafayette, Ohio, hereinafter referred to as the "Village," acting by and through its Mayor and Village Council pursuant to Ordinance No. _____ and the City of Coshocton, Ohio, hereinafter referred to as the "City," acting by and through its Mayor and City Council, pursuant to City Ordinance _____. The Effective Date shall be the later date upon which the above-referenced ordinances were approved.

RECITALS

- A. The Village owns, operates, and maintains potable water infrastructure that includes underground pipes, hydrants, valves, meters, and other appurtenances, a water treatment plant, equipment, water storage facilities and associated real estate interests, which infrastructure, property, and equipment that is intended to be transferred under this Agreement are identified in Exhibit A hereto and hereinafter collectively referred to as the "Water System Assets." The Water System Assets include Titled Equipment used to support Village Water System operations, which is specifically identified in Exhibit A. The Water System Assets do not include the Village's wellfield.
- B. The City owns, operates, and maintains its own potable water infrastructure.
- C. The Village desires to transfer and the City desires to receive ownership of the Water System Assets and provide potable water to customers of both the City and the Village at greater cost efficiencies than serving the City alone.
- D. The City and the Village have authority to enter into this Agreement pursuant Ohio Revised Code Section 715.21 and Chapter 743.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, for which full and adequate consideration is acknowledged by the parties, the City and Village agree and bind themselves, their agents, employees, and successors, as follows:

SECTION 1

DEFINITIONS

"Activation Date" shall mean the date when the Connection Project is complete, and the City begins feeding potable water from its water system to Village water customers through the Water System Assets on a permanent basis.

"City Inside Water Rate" shall mean the water rate charged by the City to customers residing within the City's corporate boundary as set forth in Chapter 935 of the Codified Ordinances of the City.

"City Outside Water Rate" shall mean the water rate charged by the City to customers residing outside the City's corporate boundary as set forth in Chapter 935 of the Codified Ordinances of the City.

"Connection Project" shall mean the design and construction of approximately 22,000 feet of 12-inch diameter water line connecting the City water system to the Village water treatment plant, as well as

replacing approximately 13,000 feet of substandard water line inside the Village and extending up to 10,600 feet of 6-inch diameter and 8-inch diameter water lines inside select areas of the Village, as well as abandoning the Village's wellfield, all as described in the Preliminary Engineering Report by Engineering Associates, Inc. dated February 2018.

"Connection Project Budget" shall mean the estimated cost of constructing the Connection Project, which is \$6.6 million.

"Connection Project Funding" shall mean monies made available by federal or state governmental agencies, through a combination of grants and below market rate loans, which, in the sole opinion of the City, is sufficient to fund the Connection Project Budget while not imposing a debt burden upon the City which the City deems unacceptable.

"Interim Period" shall mean the period of time between the Effective Date and the Activation Date.

"Real Property Assets" shall mean those certain real property interests located in the Village of West Lafayette, County of Coshocton, State of Ohio that are now owned by the Village, which shall include all land easements and right of ways, fee owned properties, licenses, land titles, leases, and miscellaneous land agreements as being described and included in more detail in Exhibit B attached hereto. The Village represents and warrants that the list of Real Property Assets is complete and accurate.

"Titled Equipment" shall mean all equipment, vehicles, and machinery, if any, used by the Village to support operations of the Village Water System and for which ownership is evidenced by means of a certificate of title.

"Village Dedicated Water Fund" shall mean that account, established by the City after the Activation Date, into which only the balance of Village Water Fund will be deposited, and which will be dedicated to improvements and repairs for the benefit of the Water System Assets as set forth in this Agreement.

"Village Wastewater Customer" shall mean the owner of a property connected to the Village's wastewater collection, conveyance, and treatment system, whether the property is located inside or outside of the Village corporate boundary.

"Village Water Customer" shall mean the owner of a property currently connected to the Village Water System, whether the property is located inside or outside of the Village corporate boundary.

"Village Water Debt" shall mean all indebtedness owed by the Village to any creditor in any way connected to the design and construction of improvements to the Village Water System, or operation and maintenance of the Village Water System, or acquisition of real property or infrastructure for the benefit of the Village Water System. The Village Water Debt is fully itemized by creditor, amount owing, interest rate, and payoff date in Exhibit D to this Agreement. The Village will not add to the Village Water Debt during the Interim Period unless in response to an emergency situation that meaningfully threatens the Village's ability to provide the necessary quantities of potable water to Village residents. If such an emergency occurs, causing the Village to increase the Village Water Debt, the Village shall notify the City before incurring such debt and the City, in its sole discretion, shall have the right to either a) rescind this Agreement; or b) negotiate an equitable amendment to this Agreement to account for the increase in the Village Water Debt. The Village represents and warrants that the Village Water Debt identified in Exhibit D is complete and accurate.

“Village Water Fund” shall mean all accounts maintained by the Village comprised of water customer receipts, loan or grant proceeds, transfers from other Village accounts, and donations held for the benefit, in any way, of the Village Water System, and possession of which is to be transferred to the City under the terms of this Agreement. The Village Water Fund, as of the Effective Date, is fully accounted for in Exhibit E to this Agreement. The Village represents and warrants that the accounting of the Village Water Fund in Exhibit E is complete and accurate.

“Village Water System” shall mean the Water System Assets plus the Village wellfield, including all equipment installed at the wellfield.

“Water System Assets Documents” shall mean all documents relative to the ownership, operation, maintenance, improvement, administration and management of the Water System Assets and includes, but is not limited to, all Village water user contracts, correspondence, invoices and bills of sale, fiscal records, warranties, customer meter readings and billings, records of revenue received, regulatory agency reports, operating permits, original construction documents for the treatment plant and distribution system, and any other records maintained specifically by the Village for the Village Water System administration, operation and management. All Water System Assets Documents are identified in Exhibit C hereto.

SECTION 2

TRANSFER OF WATER SYSTEM ASSETS

2.1 Contingent Obligations. Notwithstanding any other provision in this Agreement to the contrary, it is agreed and understood that the City’s obligation to accept conveyance of the Water System Assets and operate the same is contingent upon the City first receiving Connection Project Funding and completion of the Connection Project. Furthermore, the City will have no obligation to construct the Connection Project should, as determined in the City’s sole discretion, the cost of constructing the Connection Project be in excess of the Connection Project Budget.

2.2 Conveyance. Upon the Activation Date the Village transfers conveys, assigns, delivers, and grants all ownership, rights of use, and all right, title and interest in the Water System Assets to the City, as well as the administration, operation and maintenance obligations related to the Water System Assets, in perpetuity.

2.3 Right of Entry. During the Interim Period the Village grants to the City an unqualified and irrevocable right to enter to inspect, evaluate, and dimension the Water System Assets and to construct those parts of the Connection Project that connect to or otherwise interface with the Water System Assets (“Right of Entry”).

2.4 Activation Date Notification. The Activation Date will be determined at the City’s sole discretion. The City will provide reasonable notice to the Village of when the City plans to begin serving Village customers so that the Village may coordinate operations at its treatment plant. It is anticipated that one or more “shakedown” periods may be necessary before permanent operations are established and the Activation Date is achieved.

2.5 The City shall operate and maintain the Water System Assets in perpetuity. Such operations and maintenance shall be at the sole cost and expense of the City. Further, said operations and

maintenance shall be in accordance with all applicable rules and regulations and all State and Federal Environmental Protection Agency requirements, or the requirements of any other authority having jurisdiction.

2.6 After the Activation Date, the City agrees to bear responsibility for all actionable claims or suits made against it by reason of any incident arising from, concerning, or in any way connected with the City's negligent use, negligent maintenance, or negligent operation of the Water System Assets after the Activation Date, and shall hold harmless the Village with respect to the same.

2.7 The transfer of the Water System Assets shall include all Titled Equipment. Following the transfer, it will be the responsibility of the City to obtain appropriate vehicle licenses and registrations for all motor vehicles and trailers, if any.

2.8 The transfer of Water System Assets shall include other untitled property including machinery, vehicles, office equipment, including but not limited to copiers, facsimile equipment, printers, personal computers, telephone equipment, cellular phones, modems, and any other item of personal property used to support Village Water System operations. Transfer of untitled property shall include the applicable licenses to use such equipment along with all existing transferable service contracts, agreements and warranties, although the City will be under no obligation to renew any service agreements. In addition, all existing electronic data on the hard drives of any Village computer equipment is public information and shall remain intact when transferred.

2.9 In the event that the City determines that there has not been transferred or conveyed any Titled Equipment or untitled property owned by the Village, which the City requires to operate, repair or maintain the Water System Assets, the Village shall promptly, upon request of the City, transfer, convey or provide the same by duly executed bills of sale to the City for no further consideration. This Agreement does not impose any obligation on the Village to acquire any Titled Equipment or untitled property.

2.10 The City shall succeed to all rights of access or entry which the Village possesses to improve, maintain or repair any of the Water System Assets which lay within the right-of-way of any roadway or highway, and the Village hereby designates the City as its agent to accomplish any such entry or access which may be necessary.

SECTION 3

REAL PROPERTY ASSETS

3.1 As part of this Agreement, the Village shall assign, convey and transfer all Real Property Assets with all right title and interest to the City. Said transfers shall be governed by the terms and conditions of this section.

3.2 Transfer of Real Property Assets shall be free and clear of all liens and encumbrances except as identified in Section 5 or discovered through a title examination and waived by the City as provided in this section. The City shall have the right, at its own expense, prior to the transfers to conduct a title examination. The City shall notify the Village of any defects identified from the title examination and provide the Village with an opportunity to cure any defects. The City, in its own discretion, may elect not to accept transfer of certain assets that are found to contain title defects that the Village elects not

to or cannot cure. The parties hereto agree that they shall cooperate to cure as many defects as possible to ensure all those Real Property Assets are transferred prior to the City.

3.3. On a mutually agreeable date, which shall be prior to the Activation Date, the Village shall effectuate the transfer of Real Property Assets as follows:

- All fee owned properties shall be transferred to the City by Limited Warranty Deed, in recordable form, executed by all necessary Village personnel.
- All easements and/or right of ways, licenses, land titles, leases, and miscellaneous land agreements that are considered Real Property Assets shall be transfer to the City by way of an Assignment of Interest, in recordable form, executed by all necessary Village personnel. The Village shall be responsible for ensuring that any consent to assign is obtained prior to the Activation Date.

3.4 All documents used to transfer the Real Property Assets will be approved by both the City and Village prior to execution and recording.

3.5 The Village hereby agrees that it shall, at the request of the City, grant any easement(s) that may be necessary to the City over any other real property owned by the Village as may be needed to operate, maintain, and repair the Water System Assets.

3.6 Except as otherwise stated herein, the City and Village shall share equally in the costs associated with transferring the Real Property Assets. However, each party shall be responsible for their own attorney or professional service expenses.

3.7 The Village shall remain responsible for all maintenance and upkeep of the Real Property Assets until the transfers are complete pursuant to this Section.

3.8 Risk of loss, as it pertains to the Real Property Assets, shall remain with the Village until the transfers are complete pursuant to this Section.

SECTION 4

WATER SYSTEM ASSETS DOCUMENTS

4.1 Possession of all Water System Assets Documents will be transferred to the City on or before the Activation Date.

4.2 When requested by the City, the Village shall provide to the City copies of any specific documents related to the Water System Assets during the Interim Period.

SECTION 5

WATER SYSTEM ASSETS DEBT

5.1 The Village will continue to make all payments on the Village Water Debt until the Activation Date, after which the any remaining Village Water Debt will become the responsibility of the City, either by assignment of each debt instrument to the City, or if assignment is not permitted by the creditor, the

City will make payments to the Village so that that Village may pay the creditor directly, which the City promises to do promptly until the indebtedness is satisfied.

5.2 The Village shall provide appropriate notification to utility companies and materials suppliers of the date when ownership of the Water System Assets will transfer, the new billing address, and any other necessary information.

SECTION 6

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

6.1 The Village agrees to continue to operate, maintain and manage the Water System Assets until the Activation Date.

6.2 The Village shall assist the City in preparing for the operational responsibility for the Water System Assets, if any such assistance is required by the City. The topics or such assistance may include but will not necessarily be limited to:

- Water Distribution System Operation
- Regulatory Agency Coordination (Ohio EPA)
- Customer Contracts, Agreements, Billings and Payments (Revenue)
- Transfer of Public Utility Services (Gas, Electric, Telephone, etc.)
- Chemical Suppliers and Purchasing
- Invoice/Payment System
- Documents Transfer and Interpretation
- Identification of easement and land ownership issues.

6.3 The Village agrees, at no further cost to the City, to continue to provide technical and administrative assistance and guidance for a period of one-year after the Activation Date, if required by the City. This assistance will be subject to availability of the Village employees and may be restricted due to fiscal constraints; however, the Village shall use best efforts to provide the same.

SECTION 7

FINANCIAL CONSIDERATIONS

7.1 Water Rates. Both parties understand and agree that Village residents and current Village outside water users will not be subject to the City's current debt reduction charge that is billed to current City water customers. It is further understood and agreed by both parties that the Village residents will be charged the City Inside Water Rate in effect at the time of the usage and that water customers outside the Village corporate limits will be charged the City Outside Water Rate in effect at the time of the usage. It is understood and agreed by both parties that the Village residents and water customers outside the Village corporate limits will have no rate increase for the first twelve months

after the Activation Date. It is understood and agreed by both parties that the City has full control of the City Inside Water Rate and City Outside Water Rate and all other charges, fees, and cost recovery mechanisms beginning twelve months after the Activation Date. Furthermore, it is also understood and agreed that Village residents will always be charged the same rates as City residents.

7.2 Billing / Meter Reading

The City will be responsible for invoicing and collecting from all Village Water Customers for water service and from all Village Wastewater Customers for sewer service on a monthly basis. The City will remit an amount equal to all amounts invoiced for sewer service to the Village on a monthly basis, less a fee equal to 6.75% of the total amount invoiced to Village Wastewater Customers for sewer service for that same period. The City will retain all monies collected from Village Water Customers. The City assumes all responsibility and risk for collections and delinquencies for sewer and water service.

7.2.1 Notwithstanding the foregoing paragraph 7.2, for any current or future agreements between the Village and Coshocton County under which the Village provides wastewater services to County residents, the Village will continue to have billing and collections responsibilities. Stated differently, the City will not be involved with and will have no responsibility for billing and collections for Village Wastewater Customers residing in Coshocton County.

7.3 Exempt Water Users. The following Village buildings and facilities will not be metered and will not be charged for water as long as the water use is limited to serving the needs of the particular building or facility: police station, Village hall, wastewater treatment plant, Village maintenance building, Burt Park, Waterworks Ballpark, and Village Council chambers. Such arrangement shall be terminated upon the change of use for that particular building or facility. Notwithstanding the foregoing, under no circumstances shall unmetered water be used for irrigation or grass or landscape watering.7.4 All non-standard water rates currently charged by the Village will be null and void upon the Activation Date.

7.5 Use of Village Water Fund and Establishment of the Village Dedicated Water Fund

7.5.1. Construction Contingency. If, in the City's sole opinion, after bids are opened for constructing the Connection Project it appears that the Connection Project may not realistically be able to be constructed within the Connection Project Budget, especially when factoring industry-normal construction contingencies, the Village, if requested by the City, must commit the balance of the Village Water Fund towards the cost of constructing the Connection Project.

7.5.2 Village Dedicated Water Fund. Within ten business days of the Activation Date, the Village will remit any balance of the Village Water Fund to the City, which will deposit it into the Village Dedicated Water Fund. Thereafter, the Village Dedicated Water Fund will be used only for capital improvements and repairs, which, at the City's sole determination, benefit the Water System Assets, such as but not limited to abandonment of the Village wellfield; installation of new water meters and related equipment; replacement and repair of pipes and appurtenances; installation of new pipes and appurtenances; cleaning and painting of water storage facilities; and installation of cathodic protection systems.

SECTION 8

GENERAL PROVISIONS

8.1 Advisory Committee. It is understood and agreed by both parties that the City will form a Water Committee, comprised of the village administrator, a member of Village council appointed by the mayor, a member of the Board of Trustees from Lafayette Township, a member of the Board of Trustees from Tuscarawas Township, the City Utilities Director, and a person appointed by the Mayor of the City. The purpose of the Water Communication Committee will be to advise the City regarding Water System improvements and water rates. The Water Committee will be responsible for establishing its own bylaws and procedures.

Additionally, the Advisory Committee will look at annexation of future water projects into the Village Corporation Limits. Any new water projects located near the Village Corporation limits will be considered for possible annexation or Joint Economic Development Districts when annexation is not feasible. Annexation will be the preferred choice when evaluating water projects near the Village.

8.2 No Annexation Required. No current Village Water Customer will be required by the City to annex its property into the City in order to continue to receive water from the City. Neither will the City require any customer acquired as a result of this expansion to annex their property into the City to receive water from the City.

8.3 Extension of Water System Assets. The City shall have the right to determine whether to extend the Water System Assets to serve other areas within or outside of the Village. Any extension of the Water System Assets outside of the Village will be subject to terms agreed to between the City and Coshocton County.

8.4 No Competition. For thirty years after the Activation Date, the Village will not allow any competing water system (other than that of the Village itself) to be constructed within any territory over which it has legal jurisdiction.

8.5 Wellfield Abandonment. The City will be responsible for abandoning the Village Wellfield as part of the Connection Project.

8.6 Governing Law. This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. The parties submit to the jurisdiction of the state and federal courts for Coshocton County, Ohio.

8.7 Permits. The City is responsible for obtaining all federal, state and local permits and licenses that may be required for operations and management of the Water System Assets. The Village shall use best efforts to assist the City in obtaining the same for no further consideration.

8.8 Severability. If any portion of this Agreement proves to be invalid or unconstitutional the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional

8.9 Waiver. The waiver by either party of a breach or violation of any provision of this agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

8.10 Hardship Review. The parties agree that on the 30th anniversary of the Effective Date, should either party be claiming hardship as a result of operation of this Agreement, then the parties agree to negotiate in good faith potential modifications to this Agreement to alleviate the claimed hardship.

8.11 Entire Agreement. This Agreement contains the entire agreement of the parties, and may not be modified orally, but only by agreement in writing signed by both parties.

8.12 Assignment. Neither party shall have the right to assign this Agreement to a nonaffiliated third party without the prior written consent of the other party, provided, however, that no such consent shall be required if such non-affiliated third party, successors assigns, or transferee agrees in writing to honor and assumes all terms and obligations of this Agreement.

8.13 Further Assurances. The parties agree that without further expense to the other party each party shall (a) furnish upon request to each other such further information as may be requested relevant to this Agreement, and (b) execute and deliver to each other such other documents as may be needed, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

8.14 Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns. Nor is anything in this Agreement intended to release or discharge the obligation or liability of any third persons to any party to this

8.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.

8.16 Nothing contained in this Agreement may be construed so as to limit the authority of either the Village or the City under Ohio law.

SECTION 9

ADDITIONAL REPRESENTATIONS AND WARRANTIES

9.1 The Village represents and warrants to the City as follows:

(a) The execution and delivery by the Village of this Agreement does not, and the performance by it of its obligations hereunder will not, (i) violate Ohio law, (ii) violate any court order, judgment or decree applicable to it, or (iii) result in a breach of, constitute a default under, or result in the creation of a lien or right of acceleration under any agreement or instrument to which it is a party.

(b) There is no pending litigation naming the Village as a defendant and no litigation overtly threatened against it, including, but not limited to, any litigation that challenges its existence or the validity or enforceability of this Agreement or seeks to enjoin its performance of its obligations hereunder.

(c) The Village owns good and marketable title to its respective estates in the Real Property Assets, free and clear of any encumbrances, other than liens for taxes for the current tax year which are not yet due and payable. Use of the Real Property Assets is permitted as of right under all applicable zoning legal requirements and is not subject to "permitted nonconforming" use or structure classifications. All improvements are in compliance with all applicable legal requirements, including those pertaining to

zoning, are in good repair and in good condition, ordinary wear and tear excepted, and are free from latent and patent defects. No part of any improvement encroaches on any real property not included in the Real Property Assets, and there are no buildings, structures, fixtures or other improvements primarily situated on adjoining property which encroach on any part of the Real Property Assets. The Real Property Assets abut on and have direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting such Real Property Assets and comprising a part of the Real Property Assets, is supplied with public or quasi-public utilities and other services appropriate for the operation of the Water System Assets located thereon. There is no existing or proposed plan to modify or realign any street or highway or any existing or proposed eminent domain proceeding that would result in the taking of all or any part of any Real Property Assets or that would prevent or hinder the continued use of the Water System Assets.

(e) The Village owns good and transferable title to all of the Water System Assets free and clear of any encumbrances. The Water System Assets constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate the Water System Assets in the manner presently operated by the Village. Each item of tangible personal property constituting the Water System Assets is in good repair and good operating condition, ordinary wear and tear excepted, is suitable for immediate use in the ordinary course of business and is free from latent and patent defects. No item of tangible personal property is in need of repair or replacement other than as part of routine maintenance in the ordinary course of business.

(f) The Village is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any law, rule or regulation relating to the environment ("Environmental Law"). The Village has no basis to expect, nor has the Village received, any actual or threatened order, notice or other communication from (i) any governmental body or private citizen acting in the public interest or (ii) the current or prior owner or operator of any real property, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law ("Environmental Liabilities") with respect to any Water System Assets. There are no hazardous substances, as that term is defined by CERCLA, or petroleum products (collectively "Hazardous Substances") present in, at or on the Real Property Assets. There has been no release or, to the knowledge of the Village, threat of release, of any Hazardous Substances on, at or from any Real Property Assets, whether by the Village or any other person or third party.

9.2 The City represents and warrants to the Village as follows:

(a) The execution and delivery by the City of this Agreement does not, and the performance by it of its obligations hereunder will not, (i) violate Ohio law, (ii) violate any court order, judgment or decree applicable to it, or (iii) result in a breach of, constitute a default under, or result in the creation of a lien or right of acceleration under any agreement or instrument to which it is a party.

(b) There is no pending litigation naming the City as a defendant and no litigation overtly threatened against it, including, but not limited to, any litigation that challenges its existence or the validity or enforceability of this Agreement or seeks to enjoin its performance of its obligations hereunder.

IN WITNESS WHEREOF, the City and the Village have caused this Agreement to be executed by their respective officers duly authorized as of the dates indicated below.

The CITY OF COSHOCTON

Mayor: _____ DATE: _____

VILLAGE OF VILLAGE OF WEST LAFAYETTE

Mayor: _____ DATE: _____

EXHIBITS

Exhibit Designation	Title
A	Water System Assets
B	Real Property Assets
C	Water System Assets Documents
D	Village Water Debt
E	Village Water Fund