

August 29, 2012

Mayor Skeet opened Special meeting to review and approve Joint Agreement for Sanitary Sewer Project at 5:00 pm.

Members present were Mayor Skeet, Trustees Graham, Peterson, Ianni and Lauer. Also present was Deputy Clerk Beal.

Clerk presented Board with worksheet of figures of “actual” cost per 1000 gals necessary to cover all sewer expenditures without infusion from the General Fund. Trustee Peterson requested the first quarter of this fiscal year also be added. It will be discussed at the next meeting.

On the Joint Agreement it was noted that Attorney Boylan had made the changes requested at the meeting of August 27, 2012. Clerks also mentioned some typo’s that had been corrected.

Mayor Skeet asked if there were any questions or comments on the Agreement. Trustee Ianni mentioned at item 4) it designated that a meter pit and meter would be installed ... at a mutually agreed upon point ... to determine the Town sewer usage. He recalled that at a previous meeting he had attended that mention was made of locating the pit meter at Cohocton. He questioned the location saying that if there were any infiltration along the stretch from Cohocton to the Village limits it wouldn’t be accounted for. Some discussion took place about the location of the pit meter being possibly located at the Allegheny Lift Station site. This will be brought up to the Town, and Engineers will be consulted on that option.

On item number 6) of the Agreement where it states “all connections shall be made in accordance with the Village Sewer System rules and regulations”, Trustee Ianni asked how the Village would know if someone were to hook their sump pump into the system. Trustee Graham pointed out that the Agreement also states that “the Town...grants the Village any access...necessary to confirm compliance with Village regulations”.

At item number 2) the Agreement states upon completion of the Town Sewer District infrastructure, under a supplemental operating agreement, the Village will be responsible for operation, maintenance and repairs on the system and the Town will be responsible for all costs for those services, including electric costs. Board was informed that the supplemental operating agreement would be established once this current Agreement is approved by DEC and Village and Town are given the go-ahead to proceed. It was mentioned that when done, the supplemental operating agreement will make sure all details are in place for the future.

Mayor Skeet asked if there were any further questions or comments.

Motion was made by Trustee Ianni and seconded by Trustee Peterson to approve having Mayor Skeet sign the Agreement for Sanitary Sewer Service. (see attached)

The motion was passed on the following vote:

VOTE	YES	NO	ABSTAIN	ABSENT
Mayor Todd Skeet	X			
Trustee Al Graham	X			
Trustee Ralph Peterson	X			
Trustee Art Ianni	X			
Trustee Ken Lauer	X			
VOTE TOTAL	5			
RESULTS	PASS			

Mayor Skeet signed four copies of the Agreement. Clerk will contact Attorney Boylan on the approval and procedure he would like followed for Town signatures.

Motion made by Trustee Graham and seconded by Trustee Peterson to adjourn meeting.

The motion was passed on the following vote:

VOTE	YES	NO	ABSTAIN	ABSENT
Mayor Todd Skeet	X			
Trustee Al Graham	X			
Trustee Ralph Peterson	X			
Trustee Art Ianni	X			
Trustee Ken Lauer	X			
VOTE TOTAL	5			
RESULTS	PASS			

Meeting was adjourned at 5:18 pm.

Sandra Thomas
Clerk Treasurer

AGREEMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT made as of this _____ day of _____, 2012, by and among the VILLAGE OF CORFU, a municipal corporation having its principal office at 116 East Main Street Corfu, New York 14036, by and through its Board of Trustees (hereinafter "the Village"); the TOWN OF PEMBROKE, a municipal corporation having its principal office at 1145 Main Road Corfu, NY 14036, by and through its Town Board (hereinafter "Town");

WITNESSETH:

WHEREAS, the Village owns, operates and maintains a sanitary sewer system with adequate excess capacity to provide service to the Town of Pembroke; and

WHEREAS, the Town has created Town Sewer District No. 1, which creation will include the construction of adequate facilities to connect to the Village Sewer System; and

WHEREAS, the Village and Town desire to contract for the provision of sewer service by the Village to the Town, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the reciprocal covenants herein contained, it is hereby mutually promised and agreed as follows:

1) Definitions:

A. "Village Sewer System" means the sanitary sewer system and related infrastructure owned and maintained by the Village, plus any improvements or additions to the system during the term of this Agreement.

B. "Town Sewer District" means the Town of Pembroke Sewer District No.1 plus any expansions to that District or new sewer districts, where the area of service, pursuant to this Agreement, added to the area of the Town served by the Village, by specific written permission of the Village pursuant to the terms of this Agreement.

C. "Town Sewer System" means the portions of the sewer system serving the Town Sewer District owned by the Town.

D. "Town Users" means properties in the Town of Pembroke using the Village Sewer System in Sewer District No. 1 and any future Sewer Districts created by the Town.

2) Upon completion of the Town Sewer District infrastructure, the Village, under a supplemental operating agreement will operate, repair, inspect and maintain the Town Sewer System for the duration of this Agreement, including renewals. The Town shall be responsible for all costs of operation and maintenance, including electric costs.

3) The Village will undertake to furnish and sell to the Town, and the Town will take and purchase from the Village, upon

behalf of the Town Sewer District, sanitary sewer service to be provided in accordance with New York State Law.

4) The Village will on a periodic basis bill the Town Sewer District property owners for the total sewer charges due, under the same terms and conditions as Village Sewer customers.

A meter pit and meter (of a type mutually agreed upon) will be installed and maintained at Town expense at a mutually agreed upon point at the termination of Town Sewer System to determine the Town sewer usage. The meter will be calibrated at least annually at Town expense, with results of the calibration shared with the Village. The Village will grant the Town and the Town will grant the Village any necessary easements for infrastructure installation, including the meter pit.

5) The Village shall bill a Sewer Rate equal to 3% above the rate charged Village Sewer customers. Sewer rates shall be evaluated by the Village quarterly to determine rate increases or decreases. In the event any Town Sewer Users are delinquent in their sewer bills for more than two (2) billing cycles the Town shall reimburse the Village for the delinquent amount and pursue collection from those Users.

6) The Town will install all initial infrastructure necessary to provide Town Users with sewer service, except for connections on private property. All connections shall be made in accordance with the Village Sewer System rules and regulations. The Town will adopt a Local Law incorporating and enforcing the Village sewer regulations. The town hereby grants the Village any access to town property or easements necessary to confirm compliance with Village regulations.

7) The Village hereby indemnifies and agrees to defend and hold harmless the Town and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the Village's operation of the Village Sanitary Sewer System.

8) The Town hereby indemnifies and agrees to defend and hold harmless the Village and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the construction and operation of the Town Sewer System.

9) All capital expenses incurred in constructing the necessary infrastructure to connect the Town to the Village Sewer System, including but not limited to pipes, pumping stations, manholes, rights-of-way, engineering and legal costs shall be borne solely by the Town.

10) The term of this Agreement shall be twenty (20) years from the date of execution by all parties. The Agreement shall automatically renew for a five (5) year term upon the expiration of the initial term or each renewal, unless one party, at least one year prior to the expiration hereof, notifies the other party of intent not to renew, and the New York State Department of Health or other appropriate agency, approves the disconnection of the sewer service.

11) The Village agrees that the Town may add additional Sewer Districts, or extensions of existing Sewer Districts to this Agreement on the same terms, as long as the Village has adequate capacity to serve the new areas and all required County, State and Federal approvals have been obtained. The Town shall request authority to add new service areas in writing. The request shall include the legal description of the new areas. The Village shall respond within 60 days. Nothing in this Agreement shall require the Village to approve additional districts or extensions. If the Village Board of Trustees does not deny the request within 60 days of receipt, it shall be deemed approved.

12) The Village's provision of sanitary sewer services shall be in accordance with the mandates of New York state law.

This Agreement is executed on behalf of the Village of Corfu by its Mayor, pursuant to a resolution of the Board of Trustees of said Village in all respects authorizing the same, duly adopted on the _____ day of _____, 2012; on behalf of the Town of Pembroke, by its Supervisor, pursuant to a resolution of the Town Board of said Town in all respects authorizing the same, duly adopted on the _____ day of _____, 2012.

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the parties hereto as of the _____ day of _____, 2012.

VILLAGE OF CORFU

By: _____
Todd Skeet, Mayor

TOWN OF PEMBROKE

By: _____
Edwin Mileham, Supervisor