

May 9, 2016
Town of Albion Regular Board Meeting

Agenda:

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. FYI: Remind residents to sign attendance sheet
5. Roll Call
6. Public Comment
7. Motion to approve the agenda
8. Motion to approve the minutes of the April 11th meeting.
9. Resolution to approve the vouchers
10. Motion to approve payment of the Health care bills in the amount of \$7,122.54
11. Town of Barre Inter municipal agreement for water
12. Village of Albion Inter municipal agreement for water
13. Town of Gaines Inter municipal agreement for water
14. Resolution to approve water fund audit by the Bonadio Group
15. Chris Nelson price break on water
16. Executive Session

AGREEMENT FOR SALE OF SURPLUS WATER

Made this 25TH day of January, 2012 by and between the VILLAGE OF ALBION, a municipal corporation organized and existing, under the laws of the State of New York, having a principal place of business at 35-37 East Bank Street, Albion, New York hereinafter called "VILLAGE" and the TOWN OF ALBION, a municipal corporation organized and existing, under the laws of the State of New York, having a principal place of business at 3665 Clarendon Road, Albion, New York, and the TOWN OF ALBION WATER DISTRICTS and any future districts approved by the Village Board , hereinafter jointly referred to as "Town".

W I T N E S S E T H :

WHEREAS, Town represents that it has established a series of water districts, in full compliance with the laws of the State of New York; and

WHEREAS, Town has constructed and now operates water distribution systems to provide, supply and deliver water to certain areas of residents within the Town of Albion; and

WHEREAS, Town desires to continue to purchase water from Village under certain terms and conditions, and Village has agreed at this time to sell a portion of its surplus water to the Town; and

WHEREAS, the Village of Albion, is interested in obtaining an exclusive long-term commitment for its future surplus water from the Town of Albion, to assist in long term planning and future improvements in the water system; and

WHEREAS, the parties did enter into a series of agreements for the sale of surplus water by the Village to the Town based on the development of each water district, and now the Village seeks a commitment wherein they will be the exclusive supplier of water to the Town for the term of this agreement; and

WHEREAS, the parties hereto wish to formalize by a written agreement to insure the continued availability of water to the Town and to insure the usage and demand for water to the Village for the period of this contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

Section 1: Town shall own, manage, operate and maintain, at its sole expense said water distribution systems. The Town shall enact and enforce the provisions of the New York State laws and sanitary code that prohibit cross connections and that require devices to prevent backflow into municipal water systems as described in.

Section 2: Extensions, expansion or repairs to Town's distribution system shall only be made with the approval of the Village and subject to the following requirements:

A. Meter Vault – in accordance with plans and specifications provided by Village, which makes no representations or warranties and assumes no obligations or liabilities by the providing of such plans and specifications at a point satisfactory to Village.

B. Water Mains and Distribution Lines – as may be required by Town from the Village transmission line on Oak Orchard Road, as a point satisfactory to Village. Town shall obtain, in connection therewith, at its sole expense all necessary rights of way and/or easements, and all permits or licenses required by the laws or regulations of the United States of America, the State of New York or any political subdivision thereof. Town shall at its sole expense, in a manner approved by Village, its employees or agreements, make the necessary connection with the Village transmission line, and shall give Village at least twenty-four (24) hours notice of the actual tapping and connecting with the said transmission line which operations shall be done only at a time satisfactory to Village. The Town shall not pay any Village permit or other fees for such connection.

It is understood that the Village line in which the tap is to be made is the sole conduit of water supply for the Town and that any work on such line, or affecting such line, will only be done under the conditions established by Village and with the full consent and approval of Village of all phases of such work. No work will be done on or affecting Village's transmission line(s) without approval and consent of Village.

Town shall take all steps necessary to prevent foreign matter from entering said transmission line. The Town shall not permit the transmission line to be connected or interchanged with any third party water source or supplier without the written consent of the Village. Town shall reimburse Village for any expense incurred by Village in removing such foreign matter from said line and/or the disinfecting of said line or any part thereof and for any work required by any governmental authority.

C. Shut Off Valve of a type approved by Village between the Village transmission line and the meter vault which shut off valve shall be available at all times to the Village and all tools or implements required to operate said valve shall be provided to Village.

D. Meter of six inch diameter, or as otherwise agreed upon by the parties, bronze cased of compound type registering both high and low flows in gallons only, not cubic feet. Said meter shall also be provided with two inch bypass test connections for testing of said meter. Said meter shall be by a manufacturer approved by the Village Board and shall be installed in a manner satisfactory to Village and in such a manner as will record all flows of water into the Town's line, provided, however, that repairs to said meter and maintenance, thereof, shall be made and conducted as set forth in Section 10.

E. Additional pumps and/or treatment facilities shall be installed in Town's distribution system if required for compliance with any governmental requirements or for

the proper installation of the distribution system as deemed necessary by engineers retained by the Village.

Section 3: Village shall deliver such water as Town from time to time requires at the connection of Town's line with Village's transmission line. Water so furnished shall meet with all requirements of the State of New York Department of Health for potable water at the connection(s) with the Village transmission line. However, the failure of water so furnished to meet such requirements of said Department shall not relieve Town from payment at rates set forth herein for water delivered to Town as able as set forth.

Provided, however, in the event of acts of God or other emergencies or emergency uses, or for other reasons beyond control of Village, it is unable to provide water to Town, Village shall not be liable for any damages or injuries resulting from such failure to Town or third parties, and such failure shall not be considered a breach of this agreement.

Section 4. It is understood the Village has not been provided with copies of the plan for the future distribution of water within the Town of Albion or plans and specifications for the construction of future distribution lines, for future water districts. Therefore, no water shall be delivered to the Town of Albion until such time as a complete set of accurate plans and specifications for the future districts are provided to and approved by the Village. Any sale by Town in violation of this provision may void this agreement at the option of the Village.

Section 5. The duly authorized representatives or the Village staff have the right to enter on land of the Town or lands of other to inspect water lines constructed by the Town, together with the meter and appurtenances of the water system. The Village shall recommend to the Town any changes in operating or maintenance procedures with respect to such lines, as, in the opinion of the Village, are required to conform with best water supply practice. Town shall comply as soon as reasonably practical with all such request of Village.

Section 6. Village shall furnish employees to make quarterly readings of Town's bulk water meter installed pursuant to Section 1, but not the meters metering usage by consumers of water provided by Town.

Section 7. TOWN shall pay to VILLAGE for water delivered to the lines serving TOWN, and passing through the bulk meter an initial rate of \$2.86 per 1000 gallons of water. VILLAGE warrants that the rate is the same to other bulk users (TOWNS) outside the corporate limits of the Village of Albion. TOWN will have the right to be heard and opportunity to review the basis or justification of any rate increase and/or decrease with notification by VILLAGE to TOWN in writing three (3) months prior to said rate change. Any future increase and/or decrease will be the same to all bulk users (TOWNS).

Section 8. Town shall pay to Village for water delivered to the lines serving Town, and passing through the bulk meter, at a rate to be determined as follows: Rate to be determined by the Village, to be applicable to bulk users outside of the corporate limits of

the Village of Albion, said rates to be set by the Village with recognition of the Town's right to be heard and opportunity to review the basis or justification of any rate increase and/or to said rates.

Section 9. In addition to the above agreed rates for water, the Town agrees to reimburse Village for all costs and disbursements required to obtain necessary permits, consents, approval or other procedures from New York State Water Resources Commission or other governmental agencies as billed Town by Village.

Section 10. The VILLAGE agrees to credit the TOWN \$.50 per 1,000 gallons for the first 1,500,000 gallons of water used for flushing not to exceed \$750.00 per year, provided, the TOWN notifies the VILLAGE Water Treatment Plant prior to and after flushing. TOWN must provide VILLAGE Chief Operator with monthly meter readings for flushing to receive credit for that particular billing period. Flushing will be defined as any water discharged from the TOWN'S water mains through hydrants for the sole purpose of reestablishing the water quality of the New York State Sanitary Code requirements.

Section 11. This agreement is conditioned upon the obtaining of all necessary permits, consents or approvals or any governmental agencies by Village or Town including, but not limited, to, the New York State Water Resources Commission, the Attorney General of the State of New York, and the Comptroller of the State of New York. Failure to obtain any such necessary permits, consents or approvals, through no fault of the parties hereto shall void this agreement and to cooperate in such applications and other procedures in connection therewith.

Section 12. In any emergency situation, when requested by the Town, the Village agrees if reasonably possible to assign its employees regularly utilized in the repair and maintenance of its water line within the Village, to assist in the repair and maintenance of Town's water system, such as: Ascertaining the location of leaks; plugging and repairing leaks; shutting and opening valves; tapping the waterline; removing and repairing valves and any other work on the water line normally requiring the service of workmen with specialized knowledge of water lines. Town shall assign such labor and equipment as may be required at request of Village; for such work by Village, Town shall compensate Village as follows:

(a) For labor furnished, the amounts actually paid by Village, including fringe benefits to it's' employees while engaged in such requires and maintenance, plus 10%.

(b) For equipment furnished, State contract rates in effect at the time such work is performed, plus 10%.

(c) Meter repair, per Section 2D, shall be made by the Village of Albion and the Town shall pay a meter rent charge for the repair and maintenance of said meter. The rate for said meter rent shall be specified in the Rate Schedule for the Village of Albion, for meters of the particular type implemented.

Section 13. The Village agrees that as part of this agreement it will undertake, conduct and report to the New York State Health Department the standard water quality tests for the Town of Albion without charge. In return the Town will use its best efforts to exempt or reduce the tax liability of the water facilities and service lines of the Village that exist in the Town of Albion. This is in recognition of an overall effort to reduce water rates for all customers of the Village of Albion Water System.

Section 14. In the event of a break in the water main or other trouble within the Town's water system, Village may temporarily shut off the delivery of water to Town, if in the opinion of Village such action is necessary to protect the overall production, transmission or distribution of water by Village until such trouble is corrected.

Section 15. Water District No. 9 of the Town of Albion will supply 4536 gallons of water per day.

Section 16. This agreement shall be in effect from the date of execution of this document and for a term of five(5) years from the date of June 1, 2011 to May 31, 2015 and may be renewed by contract for such periods and upon such terms and conditions as the parties hereto may agree. If this Agreement be terminated by reason of failure of either party to agreed terms as herein provided, or for any other reason, then, in the event, the Town shall sever and disconnect its pipe line from the pipe line or lines of the Village, without any resulting claim whatsoever in favor of the Village for damage. Provided, that Town shall be responsible and liable for restoring the Village transmission line to a condition which will allow Village to transmit water without leakage and shall be liable for any resulting damage to transmission line.

Section 16. The provision of this Agreement shall be binding upon and insure to the benefit of the respective parties hereto and their successors and assigns.

Section 17. This agreement shall be terminated prior to the expiration date hereof, or any extension thereof as follows:

1. Upon written mutual agreement executed by the parties hereto.
2. By failure of Town or Village to comply with any of the terms herein, and the declaration of a breach by the Village or Town. Notice of breaches shall be given in writing. The party in breach shall have ten (10) days to cure upon notice of the breach.
3. Failure to Town to remit payments required under this Agreement within 90 days of the date of the billing therefore, and the declaration of a breach by the Village.
4. Failure of Town to provide Village with certified copies of any resolution or other documents or information requested by Village, including, but not limited to, resolutions authorizing the execution of this contract and documents establishing the Town of Albion Water Districts, and the declaration of a beach by the Village.

5. The Town may terminate the Agreement upon ninety (90) days notice if the Village raises the rate charged the Town for water for the rate at the time of executing this Agreement.


Section 18. Town shall continue to give the Village of Albion 100% tax exemption on Village owned Mains and Appurtenances within the Town of Albion.

IN WITNESS WHEREOF, the parties hereto have caused their presence to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

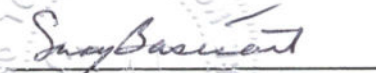
ATTEST:


Linda Babcock - Village Clerk


VILLAGE OF ALBION:


Dean Theodorakos, Mayor

ATTEST:


Sarah Basinait, Town Clerk

TOWN OF ALBION:


Dennis J. Stirk, Town Supervisor