

**DRAFT**

**INTERMUNICIPAL AGREEMENT  
BETWEEN  
CORINTH TOWN BOARD  
ON BEHALF OF  
TOWN OF CORINTH'S WATER DISTRICTS  
AND  
VILLAGE OF CORINTH**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_ 2017, between the **CORINTH TOWN BOARD**, acting for the **TOWN OF CORINTH'S WATER DISTRICTS**, being improvement districts of the Town of Corinth, with an address of 600 Palmer Avenue, Corinth, New York 12822 (hereinafter referred to as the "TOWN"), party of the first part; and the **VILLAGE OF CORINTH**, with an address of 244 Main Street, Corinth, New York 12822 (hereinafter referred to as the "VILLAGE"),

**WITNESSETH:**

**WHEREAS**, the **VILLAGE** has formally provided water to the Town's Water Districts and informally to individual properties within the **TOWN** but outside the **VILLAGE** for many years; and

**WHEREAS**, the **TOWN** has proposed creating a new Water District encompassing properties receiving **VILLAGE** water supply but not within one of the existing Town Water Districts, and

**WHEREAS**, after formation of the new Water District, the Town intends to consolidate all of the Water Districts into a Town of Corinth Consolidated Water District (the “Consolidated Water District”); and

**WHEREAS**, the VILLAGE continues to have a surplus of treated water with the probability of said surplus being available for the foreseeable future; and

**WHEREAS**, the VILLAGE currently provides treated water and operational services to the properties within the Consolidated Water District (for the purposes of this Agreement the “Consolidated Water District” shall refer to the Town’s Water Districts and/or the proposed new Water District until such time as they may be consolidated in the future); and

**WHEREAS**, it is in the best interests of the parties for the TOWN to purchase treated water and related services from the VILLAGE pursuant to the terms and provisions of this Agreement and for the parties to effect a functional consolidation for that purpose; and

**WHEREAS**, the VILLAGE and the TOWN have each received grants from the State of New York for purchase and installation of water meters and other improvements in connection with such a functional consolidation; and

**WHEREAS**, the VILLAGE and the TOWN are authorized to enter into this Intermunicipal Agreement pursuant to General Municipal Law Sections 118 and 119-o, Town Law Section 198(3)(b) and Village Law Section 11-1120;

**NOW, THEREFORE,** in consideration of the mutual covenants and Agreements set forth herein, and of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, to each in hand paid by the other, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

### **ARTICLE I. SCOPE OF AGREEMENT**

1. The VILLAGE and the TOWN hereby agree that this Agreement and any amendments hereto shall govern and apply to all water sold by the VILLAGE to the TOWN and purchased by the TOWN from the VILLAGE, and all related water system operation and maintenance services provided to the TOWN by the VILLAGE, during the term of this Agreement and any renewals hereof. This Agreement shall replace any other outstanding Agreements between the TOWN and the VILLAGE relating to the possession of water and related water systems operation and maintenance services.

2. The TOWN agrees that it will be responsible for and will pay to the VILLAGE within thirty (30) days of the date of each billing the total sum payable pursuant to the quarterly bill submitted by the VILLAGE to the TOWN, in accordance with the terms of this Agreement, amendments hereto and renewals hereof.

3. The TOWN shall be responsible for providing for the maintenance, repairs and replacements of all water mains, valves, fire hydrants, and all related appurtenances

constituting a part of the TOWN water system commencing at the shut-off valve on the TOWN side of the (a) curb stops or (b) meter pits to be installed on each water main in the vicinity of the Town boundary. The TOWN and the VILLAGE acknowledge that the TOWN does not have sufficient expertise or personnel to perform the required system maintenance actions and, therefore, is contracting with the VILLAGE to undertake these activities pursuant to this Agreement, resulting in functional consolidation between the municipalities for the purposes of treated water and related maintenance.

## **ARTICLE II. TERM OF AGREEMENT**

1. This Agreement shall be effective for an initial term of twenty (20) years commencing \_\_\_\_\_, 2017 ("Effective Date"). Thereafter, at the end of each calendar year this Agreement shall renew automatically for successive one (1) calendar year periods to maintain the twenty (20) year term unless such extensions are terminated by either party by prior written notice to the other party. Notwithstanding anything herein to the contrary, the Agreement shall terminate on the date forty (40) years from the Effective Date.

2. If this Agreement is terminated by the VILLAGE for any reason provided for hereunder, the VILLAGE shall give the TOWN a minimum of one year to provide the Consolidated Water District with another source or sources of water before the VILLAGE may discontinue delivery of water to the TOWN.

### **ARTICLE III. SUPPLY OF WATER**

1. The projected quantity of water supply to be provided by the VILLAGE for the Consolidated Water District pursuant to this Agreement is estimated to be 120,000 gallons per day (gpd). The capacity of the VILLAGE water supply is sufficient to serve the number of the TOWN water users currently receiving water from the VILLAGE and the estimated number of the TOWN water users expected to be served under this Agreement without causing the supply for the VILLAGE or its inhabitants to be insufficient. The TOWN shall not substantially increase its estimated water use without the consent of the VILLAGE. Any water connections outside the Consolidated Water District shall require the Village to grant a permit or other written approval.

2. The VILLAGE may enter into water supply agreements with other municipalities and/or water districts provided that the TOWN's rights to a supply of water under this Agreement shall have priority over any such agreements.

3. All water supplied by the VILLAGE pursuant to this Agreement shall meet all applicable Federal and State requirements including, without limitation, the provisions of the New York State Sanitary Code. Such water will be furnished at a reasonably constant and adequate pressure as measured at or near the point where the VILLAGE main exits the VILLAGE boundary. The VILLAGE shall have the right to receive copies of all quantity and quality tests done by the TOWN pertaining to water delivered to it, and the TOWN shall have the right to receive copies of all tests done by

the VILLAGE pertaining to water delivered by the VILLAGE. To the best of the knowledge of the VILLAGE, there is no current order of DEC, DOH, or the EPA that has not been complied with by the VILLAGE.

4. The VILLAGE will use its best efforts at all times to furnish the TOWN with an ample supply of water with the facilities now in operation and available on the date hereof, and with any future upgrades, except in cases where emergency interruptions prevent the furnishing of said supply. In the event of an emergency, the VILLAGE shall have the right to shut off or reduce the flow of water for such period as necessary to attend to the emergency. In addition, the VILLAGE reserves the right to shut off the water in any location it deems necessary for the purpose of repairing mains or other facilities or for any other emergency. The VILLAGE further reserves the right to restrict the use of water during any officially declared period of drought or water emergency, or during any period where the flow of water from the VILLAGE wells supplying the TOWN is inadequate by regulating the use to which water may be put by the consumer. Whenever possible, due notice of any shutoff will be given, but in case of an officially declared emergency the water may be shut off without notice. If the VILLAGE suffers a water supply emergency that requires it to reduce the amount of water delivered, then the percent reduction applied to the TOWN shall not be greater than the percent reduction applied to any other of the VILLAGE's customers.

5. If the VILLAGE officially declares a water emergency and the VILLAGE is supplying water to the TOWN pursuant to the terms of this Agreement, the TOWN agrees to adopt and enforce identical water usage regulations as imposed by the

VILLAGE on its water customers during the term of the declared emergency regarding the water received from the VILLAGE.

6. The TOWN agrees to adopt rules and regulations relating to use of water received from the VILLAGE which are substantially identical to those adopted by the Village.

#### **ARTICLE IV. CHARGES**

1. The VILLAGE shall invoice the TOWN on a quarterly basis for water purchased. Until such time that water meters are available to measure flows, billing will include a base water rate, and as applicable a 1<sup>st</sup> and 2<sup>nd</sup> additional charge as defined by the VILLAGE water law. After master meters are installed on water mains supplying water to TOWN districts, and after service meters are installed where it is impracticable to install master meters, readings will be used for quarterly invoices. The rate established pursuant to this AGREEMENT has been formulated to include both the water supply and the system operation and maintenance services.

2. The water rate shall be one and four-tenths (1.4) times the amount that is established as the water rate charged to water users within the VILLAGE and may include a charge for water usage based on quantity, and a charge for system operation and maintenance services.

3. Except for penalties, all other special fees included but not limited to shut-offs, turn-ons, new service connections, and meter replacements, shall be applicable to TOWN users at

a rate of one and four-tenths (1.4) times the amount charged to water users within the VILLAGE. Penalties shall be established and levied by the Town Board.

## **ARTICLE V. GENERAL SERVICES**

The following duties shall be performed for the TOWN by the VILLAGE as part of the water supply charge.

### **1. Routine Maintenance**

Routine maintenance shall consist of the basic administration of the system and includes hydrant flushing, exercising valves, sampling, addressing user questions, meeting with contractors and homeowners which require connection to or modification of their existing connection to the water system, inspection of service connections, defining repairs and improvements that may be required and advising on the effects of regulation modifications.

Routine Maintenance specifically excludes repairs, materials and equipment expenses other than that required to perform the routine maintenance tasks outlined above.

### **2. Customer Billing**

The VILLAGE shall read all meters installed in the TOWN on a quarterly basis and provide said readings to the TOWN as part of its quarterly billing. The TOWN shall

prepare customer bills for TOWN customers. From time to time the VILLAGE may read meters more frequently to monitor usage and water loss. If water losses are noted, the VILLAGE will provide relevant reports to the TOWN to allow the TOWN to contact users to request that the property owner look for and repair leaks that may increase water billings.

### **3. Laboratory Costs**

The VILLAGE shall collect and have analyzed water samples required as a normal course of system maintenance. All routine monthly water testing laboratory costs shall be paid by the VILLAGE excepting any special testing requested by governing agencies specifically due to the TOWN system, which the TOWN shall pay after receipt of the bill the VILLAGE received for such services for the TOWN.

### **4. Repairs and Improvements**

Repairs and Improvements are specifically excluded from the system maintenance duties. The VILLAGE, with the prior written approval of the TOWN, shall make repairs as required including the provision of all labor, equipment and materials. All work shall be performed on a time and materials basis and be paid by the TOWN within thirty (30) days of receipt of billing from the VILLAGE. The TOWN may opt to have others perform repairs and improvements.

In the event of emergencies, the TOWN Supervisor, or his/her designated appointee, or the Deputy Town Supervisor (if the Supervisor is unavailable), shall be

authorized to approve work to be performed by the VILLAGE as a result of the emergency. Any work authorized by the Supervisor, or a designated appointee, or the Deputy Town Supervisor, shall be as if approved by the Town Board and all costs associated therewith shall be paid by the Town of Corinth.

## **ARTICLE VI. MAINTENANCE OF METERS**

1. The VILLAGE shall install master meter systems on the water mains supplying each distinct area within the Consolidated Water District or duly created Town Water Districts where practicable. The cost of the master meter systems will be borne by the VILLAGE.

2. After completion of installation, the VILLAGE shall, at its sole expense, maintain the water main metering systems used to measure flows from the VILLAGE main to TOWN water districts. Water main metering system repair and maintenance costs will be borne by the VILLAGE.

3. The VILLAGE shall continually provide safe and convenient access to said meter devices and meter pits. Said meter will be available to TOWN personnel for inspection at any reasonable time.

4. The VILLAGE shall maintain and calibrate the master meter device for the Consolidated Water District in accordance with the meter manufacturer's recommendations and latest AWWA specification Section C-700.

## **ARTICLE VII. MAINTENANCE OF WATER SYSTEM**

1. The TOWN, at its sole expense shall maintain the water distribution system of the TOWN in a leak-proof, pressure-tight condition at all times, in accordance with published AWWA Water Distribution Standard Regulations, Section C-600 "Pressure and Leakage Test" as available in the latest edition at the time of conducting said tests. As discussed above, the TOWN and the VILLAGE acknowledge that the TOWN does not have the expertise or personnel to perform the required system maintenance and is contracting with the VILLAGE to undertake these activities pursuant to this Agreement.

2. The VILLAGE reserves the right to temporarily discontinue the water supply to the TOWN if it has reason to believe or received a verified report that the TOWN distribution system has developed significant leaks or water loss conditions (excluding water quantities used for firefighting purposes.) The VILLAGE shall give written notice to TOWN of any such leaks or water loss conditions and its intention to temporarily discontinue the water supply if the leak or water loss is not repaired within thirty (30) days. The VILLAGE shall resume the water supply to TOWN upon the repair of the said leak or water loss condition. In no event will the VILLAGE be liable to

TOWN and its users for damages resulting from any such termination and/or discontinuance assuming proper notice and time to remedy a non-emergency condition is provided.

## **ARTICLE VIII. PAYMENT PROCEDURE**

1. Effective with the commencement of the purchase of water herein the VILLAGE shall invoice the TOWN at the rate established pursuant to this AGREEMENT. The first quarter shall be prorated if same is not for a full three (3) months.

2. The quarterly invoice shall include an itemized bill for metered water furnished to the TOWN. The itemized bill shall list the volume of water furnished through the VILLAGE meters, and, where necessary, shall include readings from individual water service meters that are not receiving water through water mains equipped with master meters.

3. Quarterly payments will be made by the TOWN within thirty (30) days after presentation of the itemized bills. In the event any such bills are not paid as aforesaid, the VILLAGE shall have the right to commence legal action thereon. Payments received by the VILLAGE after thirty (30) days from billing date shall be subject to a ten percent (10%) late charge for the first month and one percent (1%) per month thereafter.

## **ARTICLE IX. REQUIRED PERMITS**

1. The TOWN and the VILLAGE agree that prior to this Agreement and conditions contained herein becoming effective and the terms and conditions herein applying, all of the requirements of the New York State Department of Environmental Conservation SEQR laws shall be complied with.

2. The TOWN agrees that it shall apply for and receive from the New York State Department of Environmental Conservation a new source and supply authorization and permit for the taking of water from the VILLAGE in accordance with the above Agreement if required in connection with its establishment of the new Water District and formation of the Consolidated Water District.

3. The TOWN and the VILLAGE agree that prior to the above Agreement and conditions contained herein becoming effective and the terms and conditions herein applying, all of the requirements of the New York State Department of Health shall be complied with.

4. The TOWN agrees that it will work towards obtaining all permits required for the new water district as outlined in the Map, Plan and Report dated May, 2017.

5. The TOWN and the VILLAGE agree that they will work towards obtaining any permits required.

## ARTICLE X. MISCELLANEOUS

1. This Agreement is not assignable by either party without the written consent of the other party.

2. The TOWN shall not allow connections to the water system that are outside of the Consolidated Water District or the boundary of any duly formed town water district without the express written consent of the VILLAGE and, if necessary, permits from the Department of Health and the Department of Environmental Conservation. The Consolidated Water District boundaries are depicted in Exhibit A attached hereto.

3. Any extension of Consolidated Water District boundaries must be approved in writing in advance by the VILLAGE, and permits must be received from the Department of Health and the Department of Environmental Conservation where applicable.

4. This Agreement shall be construed and enforced under the laws of the State of New York. Venue for any action to enforce or interpret this Agreement shall be Saratoga County.

5. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may be modified only by written agreement signed by the parties hereto. Notwithstanding the foregoing, in the

