

Town of Hornellsville  
Town Board Meeting  
March 10, 2015  
Time: 7:00 p.m.

Present: Supervisor Kenneth Isaman  
Town Clerk Sheryl Isaman  
Board Member Ronald Kennell  
Board Member James Giglio  
Board Member Dan Broughton  
Board Member Robert Mauro

Meeting came to order at 7:00 p.m. with Supervisor and all doing pledge to flag.

#### MINUTES

Motion made by Kennell and seconded by Giglio to accept the minutes of February 10, 2015.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

#### PAY BILLS

General Bills #74-103	\$59,314.63
Highway Bills #48-67	61,820.60
Total Bills	\$121,135.23

Motion made by Giglio and seconded by Mauro to pay bills as audited.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

#### TOWN CLERK'S REPORT – SHERYL ISAMAN

Town Clerk's report read by TC Sheryl Isaman with fees of \$812.80 for the month of February 2015.

Motion made by Kennell and seconded by Mauro to accept Town Clerk's Report as read.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

#### JUSTICE REPORTS – DAN BROUGHTON

Justice Reports read by Broughton with Justice Farley with fees of \$8972.00 and Justice Jones with fees of \$2983.00 for the month of February 2015.

Motion made by Isaman and seconded by Giglio to accept reports as read.

NO CODES REPORT THIS MONTH FROM SHAWN GRASBY, CODES OFFICER

NO ASSESSOR REPORT THIS MONTH

NO PLANNING BOARD REPORT FOR THIS MONTH

BUILDINGS/INSURANCE/FIRE DEPT. REPORT – BOARD MEMBER MAURO

Board Member Mauro looked at South Hornell Fire Department Building, which is owned by the Town and stated maybe Highway could use building for storage of trucks if Fire Department decided to do Joint Fire District with Village of Canisteo. Some repairs need to be done, especially roof.

Motion made by Kennell and seconded by Giglio to accept report.

HIGHWAY REPORT – JASON EMO, HIGHWAY SUPERINTENDENT – BOARD MEMBER KENNEL

Board Member Kennell read report of highway activities for the month of February, highway very busy with hard winter and lots of snowplowing. Discussed Steuben County buying Case 2009 MX90 mowing tractor and the Agreement with State DOT detour for Loon Lake Road.

Motion made by Giglio and seconded by Mauro to accept report as read.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

ECONOMIC DEVELOPMENT/BUSINESS RELATIONS – BOARD MEMBER GIGLIO

Still ongoing with things discussed before, nothing new to report as of yet.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

PUBLIC HEALTH/NOTICES – BOARD MEMBER BROUGHTON – NOTHING TO REPORT.

SUPERVISOR'S REPORT – KENNETH ISAMAN, (FINANCIAL REPORT ATTACHED)

Supervisor Isaman told board of a request from Empire Access in area wanting to quote new pricing for our phones, computers, security systems. Supervisor gave to Board Member Broughton to review and get back to us.

Supervisor also discussed the credit with the Steuben County to do plan on shared services contract and receive credit.

Motion made by Mauro and seconded by Kennell to sign agreement for shared services with County.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

Supervisor Isaman also stated that ZBA has been meeting on the Hornell Waste Site owned by Wightsman with wanting to do building and the residents having complaints of noise and hours of operation at sight.

Also, Supervisor Isaman read a letter from the Attorneys that were retained for the Town on the Gottschall case and that action was dismissed April 12, 2013. This lawsuit cost the Town \$28,000 by our Insurance Company.

Motion made by Kennell and seconded by Giglio to accept the Supervisor's Report.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

NO COUNTY LEGISLATOR REPORT – BRIAN SCHU

NEW BUSINESS

RESOLUTION #1-2015 Extension of Agreement for the Town's Water District #4 with the Village of Arkport. Copy included with these minutes.

BOARD AMENDMENT

Board Amendment need to amend 2015 Budget and transfer from Contingent (A1990.4) \$1583.84 to Justice Personal (A1110.I). Motion needed to account for interim Justice to fill in for Justice Plan for the months of February and March 2015.

Motion made by Kennell and seconded by Mauro to amend budget for Justice Plank.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

RESOLUTION #2-2015 – RESOLUTION BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS AND OTHER RELATED PROJECTS, WHEREIN FEDERAL FUNDS ARE INVOLVED, AND AUTHORIZING A LOCAL OFFICIAL TO ENTER INTO AN AGREEMENT WITH NYS DEPARTMENT OF TRANSPORTATION. (Agreement Included in minutes).

Motion made by Mauro and seconded by Kennell to authorize agreement with NYS DOT.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

EXECUTIVE SESSION

Supervisor Isaman needed motion to go into Executive Session pursuant to Public Officer's Law, Article 7& 105.1.D. Regarding proposed, pending or current litigations.

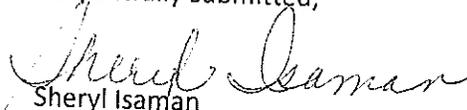
Motion made by Kennell and seconded by Giglio to go into Executive Session at 7:35 P.m.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

Motion made by Isaman and seconded by Giglio to come out of Executive Session at 8:00 p.m. and adjourn meeting.

Roll Call: Isaman, Kennell, Giglio, Broughton, Mauro, all ayes. Carried.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Sheryl Isaman".

Sheryl Isaman

Town Clerk

March 12, 2015

# Village of Arkport

Arkport NY 14807

Mayor:  
Charles W. Flanders

Attorney for Village:  
John Vogel

6 Park Avenue, PO Box 465  
Arkport, NY 14807-0465  
Phone: (607) 295-7346  
Fax: (607) 295-8648  
arkport.village@gmail.com

Trustees:  
Michael Brewer  
Ezra Geist  
Jon Hedges  
Susan Thompson

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February 25, 2015

Ken Isaman  
Town of Hornellsville  
PO Box 1  
Arkport, NY 14807

Ken,

Enclosed are two original copies of the extended agreement for the Towns Water District #4. As per your conversation with Trustee Jon Hedges this agreement needs to be presented at your March 10<sup>th</sup> Town meeting. It is necessary to extend the term of the agreement for our water project loan we are in the process of obtaining from USDA Rural Development.

Please return both originals so i can send them to Tom Becker at USDA Rural Development. Thank you for your prompt attention to this matter.

Sincerely,



Charles Flanders  
Mayor

FWR  
Ken Isa

TAXIC  
TO PAT  
MARCH 6 TH

FAT, call me after Review

Form RD 442-30  
(Rev. 10-96)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APPROVED  
OMB NO. 0575-0015

### WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 10th day of March, 2015  
between the Village of Arkport, 6 Park Ave, Arkport New York, 14807

(Address)

hereinafter referred to as the "Seller" and the Town of Hornellsville, 4 Park Ave, Arkport New York, 14807

acting on behalf of the Town of Hornellsville Water District #4

(Address)

hereinafter referred to as the "Purchaser",

#### WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of Resolution No of 2015 of the Court of Town of Hornellsville for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose. the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Resolution No. 14-22 enacted on the 17th day of February, 2015 by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by the Mayor, and attested by the CLERK Secretary, was duly authorized, and

Whereas, by Resolution No. of the Town of Hornellsville Board of the Purchaser, enacted on the 10th day of March, 2015, the purchase of water from the Seller in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the Town Supervisor, and attested by the CLERK Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

#### A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Steuben County Health Department

in such quantity as may be required by the Purchaser not to exceed 500,000 gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at

45-65 lbs pressure from an existing Four to Ten inch main supply at a point located at each seperately metered service

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 12 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

Quarterly Basis. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish ~~the Purchaser at the above address~~ to each metered customer not later than the 10<sup>th</sup> day of each QUARTER month with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. ~~(Rates and Payment Date) To pay the Seller, not later than the~~ \_\_\_\_\_ day of each month, for water delivered in accordance with the following schedule of rates:

a. \$ \_\_\_\_\_ for the first \_\_\_\_\_ gallons, which amount shall also be the minimum rate per month.

b. \$ \_\_\_\_\_ cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons but less than \_\_\_\_\_ gallons.

c. \$ \_\_\_\_\_ cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons.

abide by the rates, rules and regulations established by the VILLAGE OF ARKPORT WATER RULES AND REGULATIONS

2. (Connection Fee) ~~To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser,~~ the sum of \_\_\_\_\_ dollars which shall cover any and all costs of the Seller for installation of the metering equipment and \_\_\_\_\_

are charged according to the VILLAGE OF ARKPORT WATER RULES AND REGULATIONS

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (~~Delivery of Water~~) That ~~30~~ days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 0.00 which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every 1 year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 2 counterparts, each of which shall constitute an original.

Jennifer D Bush  
Notary Public State of New York  
Steuben County #01BU4736949  
My Commission Expires June 30, 2015

Attest:

Jennifer D. Bush  
~~Secretary~~ CLERK

Seller:

Village of Arkport

By Charles Flanders

Title Mayor

Purchaser:

Town of Hornellsville

By [Signature]

Title Town Supervisor

March 10 2015

Attest:

Sheryl [Signature] Town Clerk  
~~Secretary~~ CLERK  
March 10, 2015

This contract is approved on behalf of Rural Development this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

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DURATION	00:02:38
PAGE(S)	04
RESULT	OK
MODE	STANDARD ECM