

RESOLUTION #81-2020

July 7, 2020

BY: COUNCILMEMBERS BAMONTO, WILLIAMS & STOYLE

NORTH COUNTY WATER DISTRICT CONTRACT AMENDMENT APPROVAL

WHEREAS, the City of Dunkirk ("Dunkirk") entered into an agreement signed by then-Mayor AJ Dolce to be the sole supplier of water to the North Chautauqua County Water District ("NCCWD") on November 17, 2015 through to 2055; and

WHEREAS, since 2018, the NCCWD has come online, with still more construction to come to link all possible municipal customers to the water provided by Dunkirk; and

WHEREAS, the County Health Department has strongly recommended creating redundancies, or back up plans, for municipalities in case any one of them cannot supply or receive water; and

WHEREAS, the proposed amendment to the contract, a copy of which is attached here, does just that, allowing Fredonia and other suppliers to back up Dunkirk in an emergency as a supplier to the NCCWD, vice versa, allowing Dunkirk to back up Fredonia in an emergency if it can supply water to itself and the Town of Pomfret, and likewise with other suppliers such as Westfield and Silver Creek; and

WHEREAS, the language of amendment ensures that such decisions cannot be made arbitrarily by any one party, and that mutual approval must occur between Dunkirk and the NCCDW before the interconnections can be switched in said emergency situations; and

WHEREAS, this Amendment does not impede Dunkirk's ability to grow its customer base, either indirectly by the interconnects allowing NCCDW to pick up more customers, which means more water to be supplied by Dunkirk, or Dunkirk being able to negotiate its own supply deals with municipal and industrial end users not serviced by the NCCDW. Now, therefore be it

RESOLVED, that the Dunkirk Common Council does hereby authorize the Mayor to sign the contract amendment with the North County Water District.

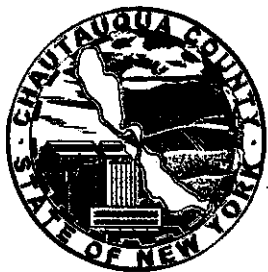
Carried, all voting aye.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Dunkirk, New York at its meeting

held on July 7, 2020

Edwin J. Ramo

City Clerk



NORTH CHAUTAUQUA COUNTY WATER DISTRICT

GERACE OFFICE BUILDING · 3 N. Erie St., Mayville, N.Y. 14757-1007

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June 8, 2020

Hon. Wilfred Rosas, Mayor
City of Dunkirk
342 Central Avenue
Dunkirk, New York 14048

Re: Water Purchase/Supply Agreement #18-39-04

Dear Mayor Rosas:

The North Chautauqua County Water District ("NCCWD") proposes to amend Section 1 of the above-referenced Agreement as follows by removing the phrases shown with strikethrough, and adding the underlined language:

1. PURCHASE OF WATER BY THE DISTRICT: The District agrees to purchase from the Supplier and the Supplier agrees to sell to the District all water distributed by the Purchasers ~~except the water distributed in the northeast part of Sheridan currently received from ECWA and except the water distributed in Pomfret currently received from Fredonia.~~ The City will be the only supplier of water to the District. Notwithstanding the foregoing, the City acknowledges that the District may purchase water from an alternative source in the case of an emergency. Subject to the City's available supply capacity, the District may also distribute water purchased from the City to entities other than the Purchasers. Interconnections to other suppliers (Fredonia, Westfield, Silver Creek, etc.) to the District are permitted, but will only be used under emergency situations. Examples include interruption of supply from the City, District water system failure that results in the City supply being insufficient, and emergency services (structure fire) that requires additional supply. The interconnections may also be used to supply City water to other suppliers (Fredonia, Westfield, Silver Creek, etc.) should an emergency situation occur within their systems. The interconnections will be locked and will only be utilized with concurrence from the City (Mayor or Public Works Director) and the District (Chairman, Executive Director, or Chief Operator).

Hon. Wilfred Rosas
June 8, 2020
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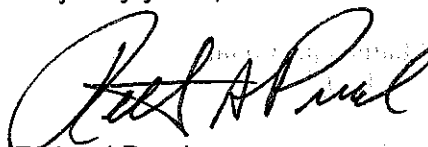
NCCWD further proposes to amend Section 7 of the above-referenced Agreement as follows by adding the underlined language:

7. MEASUREMENT OF WATER PURCHASED AND SOLD BY THE DISTRICT: The District shall operate, maintain, repair and replace water meters at points of interconnection between the Supplier and Purchasers to accurately measure water conveyed for the administration of this agreement and shall install such meters where they do not currently exist *provided, however* that the readings of individual property water meters can be used where the interconnection serves three or less properties and the line between the point of intersection and individual meters is sound. Each party to this agreement shall have full access to facilities and properties pertinent to the measurement of water in connection with the agreement. Appendix D sets forth a listing by the City of some, but not all, of the existing points of interconnection stating particulars regarding the lines and meters in place and to be installed; the ultimate configuration of points of interconnection may be modified by the District consistent with the requirements set forth in this paragraph. All operation of master meter connections between the City and the District shall be operated with full knowledge and agreement between the City and the District. If the meter(s) require brief turn-off periods, for maintenance or for any reason, then such turn-off period will be with the knowledge and consent of the City Mayor, or Mayor's City designee and the District Chairman or Chairman's designee, and for all other times the bypass valve(s) at the master meter(s) will remain completely closed. The intent of this phrase is for both the City and the District to jointly know and jointly approve all settings and/or changes at the master meter(s).

All other terms and conditions of said Agreement shall remain in full force and effect.

If you agree with this amendment, please sign the original and two (2) copies of this letter and return the original and one (1) copy to the Chautauqua County Law Department, Gerace Office Building, 3 North Erie Street, Mayville, New York 14757-1007. One (1) copy may be retained for your records.

Very truly yours,

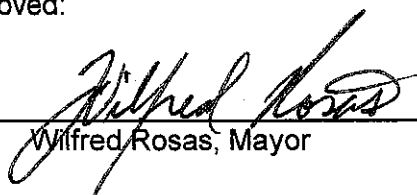


Richard Purol
NCCWD Chairman

rp/sma

Approved:

By



Wilfred Rosas, Mayor

Date

7/10/2020