

REGULAR MEETING MINUTES of the North Chautauqua County Water District Board held at 4:00 P.M. February 20, 2025, Town of Dunkirk Town Hall, 4737 Willow Road, Dunkirk, N.Y. 14048

PRESENT: Dan Pacos
Priscilla Penfold
Rich Lewis
John Penhollow
Terry Niebel
Richard Lascola
Dave Hazelton
Craig Miller

ABSENT: Brian Purol
Tom Wik
Bob Bankoski

OTHERS: Allison Vento, Jean Crane, John Esperson, Loren Laurito, James Crowell Attorney, William Ryan (via phone)

Chairman Pacos called the meeting to order at 4:00P.M. and lead with the Pledge of Allegiance.

Privilege of the Floor

-None

Unfinished Business

- DOCCS funds – After a brief discussion, Attorney, William Ryan, and Administrative Director, Allison Vento, will work together to bring this matter to a close.
- Leak Detection – Supervisor Pacos stated he spoke with Loren Laurito and it has been discovered the study was never completed. Loren is going to work with Rural Water to have this completed.

New Business

- DULY MOVED by Terry Neibel, SECONDED by Craig Miller to approve the January 9, 2025 Meeting Minutes. The motion carried unanimously.
- DULY MOVED by Craig Miller, SECONDED by Rich Lewis, to approve the reimbursement of Operations and Maintenance to CBI in the amount of \$24,173.45 for the months of October-December 2024. The motion carried unanimously.
- DULY MOVED by Craig Miller, SECONDED by Rich Lewis to approve the payment of \$121.73 to CBI for invoice #162029. The motion carried unanimously.

- DULY MOVED by Rich Lewis, SECONDED by Craig Miller, to approve payment of City of Dunkirk Water Bills listed pursuant to Contract #18-39-04, the motion carried unanimously.

a). Invoice #2964-25-1	\$158,442.96	Willow Rd.
b). Invoice #2975-25-2	\$60,237.84	Lake Shore Drive W
c). Invoice #2971-25-3	\$77.40	181 Stegleski Ave.
d). Invoice #2972-25-5	\$31,388.28	Lake Shore Drive E
e). Invoice #2974-25-6	\$56.76	Brigham Rd.
f). Invoice #2975-25-7	\$1,558.32	Vineyard Dr.
- The contract with Microbac is stalled due to no communication with Microbac. Rich Lewis stated he will send his contact for the company to Administrative Director Vento for her to get the contract signed.
- DULY MOVED by Rich Lewis, SECONDED by Craig Miller to add to the O&M clause of the agreement between the North Chautauqua County Water District and CBI to state: Variable expenses quarterly incurred by the District for the maintenance of the water district which shall be computed quarterly by the district. The motion carried unanimously.
- DULY MOVED by Priscilla Penfold, SECONDED by Richard Lascola to adopt the following policy for delinquent bills paid by CBI to North Chautauqua County Water District.

If there shall be any payment which is due to the North Chautauqua County Water District which shall remain due and unpaid, in whole or in part, for a period of thirty (30) calendar days from the date it was mailed; a penalty equal to five percent (5%) of the amount of the bill shall be added to any bill which remains unpaid thirty (30) days after the date on which it was mailed. The Director may waive all or part of this penalty for good cause, with Board approval.

The motion failed to carry with one aye vote from Chairman Pacos.

- DULY MOVED by Rich Lewis, SECONDED by Priscilla Penfold to adopt the following delinquent payment policy from CBI to North Chautauqua County Water District. The motion carried unanimously.

If there shall be any payment which is due to the North Chautauqua County Water District which shall remain due and unpaid, in whole or in part, for a period of thirty (30) calendar days from the date it was mailed; a penalty equal to one and a half percent (1.5%) of the amount of the bill shall be added to any bill which remains unpaid thirty (30) days after the date on which it was mailed and shall incur additional interest at a rate of one and a half percent (1.5%) for each thirty (30) day period that the payment remains outstanding. The Director may waive all or part of this penalty for good cause, with Board approval, effective March 1, 2025.

- **DULY MOVED** by Dave Hazelton, **SECONDED** by Rich Lewis to approve the amended contract. The motion carried unanimously.

This Agreement, entered into on the 20th day of February, 2025 (the Effective Date) is by and between the **North Chautauqua County Water District**, a water district created pursuant to Article 5-A of the New York County Law and having its principal place of business located at Gerace Office Building, Mayville, New York 14757-1007 (hereinafter referred to as “District”), and the **Brocton-Portland Water System**, a joint activity system created pursuant to Article 5-G of the New York General Municipal Law and having its principal place of business located at 34 West Main Street, Brocton, New York 14716 (hereinafter referred to as “BPWS”), between the **Village of Brocton**, a municipal corporation existing by and under the laws of the state of New York and having its principal place of business located at 34 W. Main Street, Brocton, New York 14716 (hereinafter referred to as “Brocton”) and the Town of Portland, a municipal corporation existing by and under the laws of the state of New York and having its principal place of business located at 87 W. Main Street, Brocton, New York 14716 (hereinafter referred to as “Portland”)

WHEREAS, effective January 1, 2025, Brocton and Portland no longer participate in and no longer are members of the intermunicipal operating group that now consists of the Towns of Pomfret, Dunkirk and Sheridan; and

WHEREAS, the District, BPWS, and Brocton and Portland collectively and individually wish to enter into an agreement with respect to the operation and maintenance of Brocton’s and Portland’s internal water systems, and to pay for water supplied by the District to each aforementioned municipality.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Billing.** Starting as of January 1, 2025, the District shall provide a single quarterly bill to BPWS for water supplied by the District from the Portland line master meter. The quarterly bills shall be at the rate provided in the Water Purchase/Supply Agreement. The District shall not be obligated to provide individual water meters for each municipality. Payment to the District for the water supplied by the District shall be remitted by BPWS to the District within thirty days of receipt of the invoice from the District. Failure to remit payment to the District within thirty days of invoice receipt shall render BPWS subject to late charges, interest and penalties.
2. **System Operation and Maintenance.** BPWS shall provide all necessary operation and maintenance services for District facilities within the Town of Portland and Village of Brocton. If BPWS is unable to perform any particular necessary operation and maintenance work for District facilities, BPWS shall provide reasonable notice to the District to allow the District to arrange for an alternative service provider. Should an emergency repair be required, BPWS is authorized to obtain an alternative service provider on behalf of the District and to give notice to the District as soon as practicable. BPWS will bill District quarterly for eligible and approved maintenance costs associated with District facilities.
3. **Term.** The term of this Agreement shall begin upon execution and continue in effect from year to year unless either party provides sixty days prior written notice of either’s intention to terminate this agreement. Notice for the District shall be served by certified mail or personal service on the Clerk of the County Legislature and notice for BPWS shall be served by certified mail or personal service on the Village Clerk.

4. Indemnification. Each party agrees to indemnify to the fullest extent provided by law and hold each other harmless from and against any and all claims, of any kind or nature, including any expenses and attorney's fees incurred in defending any such claim, resulting from or arising out of the negligent acts or omissions of that party.
5. No Modification. The Agreement may not be modified or amended except by an instrument in writing, duly executed and acknowledged by the duly authorized representatives of Brocton, Portland and North Chautauqua County Water District upon approval of the majority of each respective governing body.
6. Invalidity. If any provision hereof is held to be invalid or unenforceable, the remaining provisions shall still be valid and binding on the parties.
7. Complete Agreement. This Agreement represents the complete understanding and agreement between the parties. The parties agree that this agreement shall be governed by New York State law.
8. Successors. This Agreement shall be binding upon the parties, their lawful successors and/or assigns and the special districts of each of the parties.
9. Future Disputes. Any disputes not resolved as set forth herein shall be heard in the Chautauqua County Supreme Court of the State of New York.

- DULY MOVED by Dave Hazelton, SECONDED by Rich Lewis to approve the following amended contract. The motion carried unanimously.

This Agreement, entered into on the 20th day of February, 2025 (the Effective Date) is by and between the **North Chautauqua County Water District**, a water district created pursuant to Article 5-A of the New York County Law and having its principal place of business located at Gerace Office Building, Mayville, New York 14757-1007 (hereinafter referred to as “District”), and **CBI Water Works**, an intermunicipal operating group created pursuant to Section 119-o of the General Municipal Law of the State of New York which operating group consists of the Towns of Portland, Pomfret, Dunkirk and Sheridan, and the Village of Brocton, and having its principal place of business located at 9 Day Street, Fredonia, New York 14063 (hereinafter referred to as “CBI Water Works”)

WHEREAS, pursuant to resolutions 39-16, 81-16, 231-17, and 82-19, the Chautauqua County Legislature established the North County Chautauqua Water District comprising an area in Chautauqua County consisting of parts of the Towns of Portland, Pomfret, Sheridan and Hanover and all of the Town of Dunkirk; and

WHEREAS, on May 16, 2019, the District and CBI Water Works entered into an agreement for the billing, easement acquisition, and operation and maintenance of the District water system; a copy of the May 16, 2019 agreement is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the municipal members of the CBI Water Works entered into an Intermunicipal Cooperation Agreement dated January 10, 2019 to create the CBI Water Works as an operating group to implement shared services for the respective municipal water systems; and

WHEREAS, the District and the municipal members of the CBI Water Works previously entered into a Water Purchase/Supply Agreement dated November 17, 2015 with the City of Dunkirk to purchase water; and

WHEREAS, in the agreement dated May 16, 2019 the District and CBI Water Works confirmed billing procedures for water supplied by the District to the municipal members of the CBI Water Works; and

WHEREAS, the Town of Portland and Village of Brocton have withdrawn from CBI Water Works and the agreement dated May 16, 2019 between the District and CBI Water Works, and have jointly created their own Brocton Portland Water System;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Withdrawal. As of January 1, 2025, the Town of Portland and the Village of Brocton withdrew from The Agreement for Billing, Easement Acquisition, Operation, and Maintenance of District Water System Agreement dated May 16, 2019 with respect to the billing, easement acquisition, and operation and maintenance of the District water system. Brocton or Portland's outstanding obligations as of the date of withdrawal from the Agreement dated May 16, 2019, including all financial obligations, have been satisfied.
2. Billing. Starting January 1, 2025, the District shall provide a single quarterly bill to the Brocton Portland Water System for all Brocton and Portland water use for water supplied by the District from the Portland line master meter. Quarterly bills shall be at the rate provided in the Water Purchase/Supply Agreement.
3. Modification. Unless otherwise modified herein, the Agreement dated May 16, 2019 between the District and CBI Water Works remains in full force and effect as it pertains to the District and the Towns of Pomfret, Dunkirk and Sheridan.
4. Entire Agreement. This Agreement contains the sole and entire agreement between the parties and supersedes any and all other agreements between the parties. Any other statements or representations made by any party are void and have no force and effect.
5. Operation and Maintenance of District Facilities. The Brocton Portland Water System shall provide all necessary operation and maintenance services for District facilities, including the facilities owned by the Village of Brocton and utilized by the District pursuant to intermunicipal agreements between the District and the Village dated July 13, 2017 and May 10, 2018. If the Town of Portland and the Village of Brocton are unable to perform any particular necessary operation and maintenance task for the District's facilities, either municipality shall provide reasonable notice to the District to allow the District to arrange for an alternative service provider. If an emergency repair is needed, BPWS, or either the Town of Portland or the Village of Brocton, is authorized to obtain an alternative service provider on behalf of the District and give notice to the District as soon as practicable. The Brocton Portland Water System will bill District quarterly for eligible and approved maintenance costs associated with District facilities.

- Chairman Pacos stated he would like to amend and update the current North Chautauqua County Water District agreement with CBI. Administrative Director Vento will send the current document to him for his suggestions and follow through with legal.
- DULY MOVED by Rich Lewis, SECONDED by Priscilla Penfold to authorize Clark Patterson Lee to pursue grant funding for their Phase 3 with a deadline of May 31, 2025. The motion carried unanimously.

Reports

Chairman's Report

- Chairman Pacos stated he met with Chris Pinkoski to discuss the water district and CBI.
- He is continuing to work with the Village of Fredonia on Town of Pomfret's Phase 2 and Phase 3 of their North End Water District to determine the size of tank needed if Fredonia joins. Mr. Pacos stated the water for these phases will be supplied through the North Chautauqua County Water District.

CBI Water Works

- The only municipality to not pay their share of past due bills to the water district is Dunkirk. Priscilla Penfold stated the delay was waiting for an answer to the question if they could borrow the whole amount or if they had to do it by each water district. She received confirmation this week the money being borrowed can be in the whole amount. Her board will be passing a resolution to borrow at their next board meeting.
- Chairman Pacos stated Loren Laurito is doing a great job in correcting long standing issues within the water district.

Brocton-Portland Water System

-No report

Administrative Director

- The project extension contracts for Municipal Solutions has been extended to June 30, 2025 for both EFC and ESD.
- The Spectrum account for the pump station on Tenney St., is being resolved. The county has the past individual bills to be paid and the form to change the account from City of Dunkirk to the water district has been obtained.
- The Chautauqua County Legislature has approved a resolution to fund the LaBella Associates study for the Village of Fredonia with their interest earnings with their ARPA money.
- Administrative Director Vento and Loren Laurito have met to go over the requirements from the NYS DOH on their Emergency Response Plan and Vulnerability Assessment. They will continue to work on this to bring the document to state standards.
- LaBella Associates have provided the following update regarding the Village of Fredonia study via email:

-LaBella is advancing the hydraulic modeling of proposed infrastructure associated with the alternatives in the Preliminary Engineering Report.

-LaBella met with the consulting engineers working with NCCWD (CPL) to discuss boundary conditions and Village/NCCWD interconnections (existing and proposed). CPL is going to provide LaBella with boundary condition information and LaBella/CPL to continue coordinating as project advances.

-Hydrant flow testing has not yet been scheduled. We are awaiting (hoping for) a few days above freezing temperature.

- Eric Wies, CPL offered the following update via email:

First, related to the current project.

1. An outstanding item was the generator at the Roberts Road pump station. Koester Associates (local equipment rep who sold the pump station) worked with Loren on getting the generator at the Roberts Road pump station operational. This was completed and the generator is operational.
2. My understanding is that Allison is still working on the Spectrum connection at the Roberts Road pump station. When that is activated, please let me know, so I can coordinate the final SCADA work.
3. Loren previously requested record drawings wrapped up for the S. Roberts Road water main. They have been emailed to Loren and a hard copy will be in his hands next week.
4. Still working on a solution for the chlorine injection at the Industrial Tank and Sheridan Tank.

Phase 3 – Deadline for the next funding round appears to be May 31st. Sounds like you want to re-submit the application. Some items that should be completed to make the application score higher include:

1. Secure letters of support for the project.
2. Include an executed engineering agreement with the application.

We have resumed conversations with LaBella on the possible supply to the Village of Fredonia, starting with a conference call this past week.

Sheridan Water 4 – We are working on the design and permitting for the water services that will tie into the transmission main. We anticipate bidding in March/April and hope to have people connected to the main by mid-summer. This will help with tank turnover and water quality.

DULY MOVED by Rich Lewis, SECONDED by Terry Niebel to adjourn the meeting at 4:50P.M. The motion carried unanimously.

Respectfully Submitted,

Allison Vento
Administrative Director
North Chautauqua Water & Sewer Districts