

**MINUTES** of the second **Regular Meeting** of the Pembroke Town Board held on **October 22, 2015** at the Pembroke Town Hall, 1145 Main Road, Corfu, New York.

PRESENT: Peter G. Sformo, Deputy Supervisor  
John J. Worth, Councilman  
Gary L. DeWind, Councilman

ABSENT: Annie Lawrence, Supervisor  
Edward G. Arnold, Jr., Councilman

OTHERS PRESENT: Nicole M. Begin, Town Clerk; Stephen Stocking, Highway Superintendent.

The meeting was called to order at 5:30 P.M.

Deputy Supervisor Sformo asked for a moment of silence for past Town Clerk Mary Jensen who passed away this week after a long illness. Mrs. Jensen served as the Pembroke Town Clerk from 1996 to 2001.

### **PUBLIC PARTICIPATION** ~ None

### **SEWER AGREEMENT**

Deputy Supervisor Sformo said that he had met with the Village of Corfu regarding the sewer agreement. Mr. Sformo worked with Attorney Mark Boylan and Laura Landers from Freed Maxick and Battaglia to change some items on the sewer agreement because the Town, by law, cannot pay for sewer expenses out the general fund and the Town is currently paying for the pump station utilities out of the general fund. Mr. Sformo said that according to the state the utility expenses must be paid by the district's Operation and Maintenance charges which the Village of Corfu is collecting. These expenses cannot be paid from the general fund. Councilmen Sformo and Arnold plan to attend the next Village meeting to discuss with the Village board.

### **SEWER**

There was some discussion about the new RAN borrowing that the Town is doing for the sewer district and what the purpose is. They would like to get an explanation from Laura Landers.

The board discussed meeting with CPL, the Town Attorney and Laura Landers to determine what the best way is to come up with a connection fee for future sewer connections for new builds for businesses or new homes in the district. A meeting will be scheduled for November 4<sup>th</sup> at 4:00pm.

### **BOARD VACANCIES**

The board discussed vacancies on the Board of Assessment Review, and Alternates for Planning and ZBA. It was decided to advertise for those vacancies with a resume submit date of November 12<sup>th</sup>.

**JOINT YOUTH**

The board discussed the Joint Youth 2015 Participation report. Mr. Worth said bills should be sent to the other municipalities involved in the Joint Youth program based on shortfalls from the percentage breakdown. Participation went from 204 participants in 2014 to 103 participants in 2015 which may suggest a need to cut the amount of employees needed for 2015. The Joint youth committee will look into what changes may need to be made.

**COMMITTEE REPORTS**

**Highway Superintendent Stocking** – Mr. Stocking said that the mowing is done and a bill will be sent to the State for state roads. Mr. Stocking also said that new shoes for the loader blade were purchased.

**Councilman DeWind** – Mr. DeWind said that he will try to get the Right to Farm/Forestry signs up this week.

**Councilman Worth** – Mr. Worth said that the alarm systems at the Corfu Fire Hall is being fixed.

Mr. Worth said a letter should be sent to Yancey's Fancy once the units for the sewer district are assessed so that they may have time to dispute them before being taxed.

**RESOLUTIONS**

**RESOLUTION # 76 of 2015** – Authorization for Town Supervisor to sign the NEW REVISED Agreement for Sanitary Sewer Service with the Village of Corfu for Sewer District # 1 & #2

On **MOTION** of Councilman Worth, seconded by Councilman DeWind, the following **RESOLUTION** was **ADOPTED** by roll call vote: Councilman Worth, AYE; Councilman Sformo, AYE; Councilman DeWind, AYE.  
**ALL AYES – MOTION CARRIED**

**WHEREAS** The Town has been working with the Village of Corfu to revise the Agreement for Sanitary Sewer Service between the Village of Corfu and the Town of Pembroke for the Town Sewer District #1 & #2; **NOW, THEREFORE, BE IT**

**RESOLVED** that the Town Board of the Town of Pembroke authorizes Town Supervisor Annie Lawrence to sign and execute the Agreement for Sanitary Sewer Service with the Village of Corfu for Sewer District # 1 and # 2 as revised October 22, 2015.

See Agreement for Sanitary Sewer Service Attached.

**RESOLUTION # 77 of 2015 – Payment of Abstract**

On **MOTION** of Councilman Worth, seconded by Councilman DeWind, the following **RESOLUTION** was **ADOPTED** by roll call vote: Councilman Worth, AYE; Councilman Sformo, AYE; Councilman DeWind, AYE.

ALL AYES – MOTION CARRIED

**WHEREAS**, A request has been made to pay the normal operating expenses of the Town of Pembroke, and,

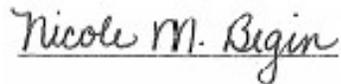
**WHEREAS**, these payments are within the normal scope of the 2015 working budget, and create no additional cost to the Town of Pembroke; **NOW, THEREFORE BE IT**

**RESOLVED**, That the Town of Pembroke hereby authorizes the Supervisor to make the appropriate payments contained within Abstract # 20 of 2015.

On **MOTION** of Councilman DeWind, seconded by Councilman Worth to adjourn the meeting at 6:38 P.M.

ALL AYES – MOTION CARRIED.

Respectfully submitted,



Nicole M. Begin, Town Clerk

THESE MINUTES ARE A DRAFT ONLY OF THE TOWN BOARD MEETING OF OCTOBER 22, 2015 AND ARE SUBJECT TO CHANGE AND/OR REVISION PRIOR TO APPROVAL BY THE TOWN BOARD. APPROVAL OF MINUTES BY THE TOWN BOARD IS DONE AT THE NEXT REGULAR TOWN BOARD MEETING.



4) The Village will on a quarterly basis bill the Town Sewer District property owners for the total sewer charges due for all costs of operation and maintenance including gas, electric and phone charges, under the same terms and conditions as Village Sewer customers.

A meter pit and meter (of a type mutually agreed upon) will be installed and maintained at Town Sewer District expense at Cohocton Road, the termination of Town Sewer System to determine the Town sewer usage. The meter will be calibrated at least annually at Town Sewer District expense, with results of the calibration shared with the Village. The Village will grant the Town and the Town will grant the Village any necessary easements for infrastructure installation, including the meter pit.

The Village hereby agrees to reimburse the Town for all costs and expenses related to the operation and maintenance (including but not limited to, electric bills, gas bills, telephone bills etc.) of the Town's Sewer Districts from the inception of the project to the date of the execution of this agreement. Proof of said expenditures in the form of paid invoices and/or receipts shall be provided to the Village upon request. All expenses to be reimbursed shall be mutually agreed upon between the parties.

5) In exchange for the Town's contribution of \$250,000.00 toward improvements to the Village Sewer System, the Village agrees that it shall bill a Sewer Rate equal the rate charged Village Sewer customers. Sewer rates shall be evaluated by the Village quarterly to determine rate adjustments for all users. In the event any Town Sewer Users are delinquent in their sewer bills the Village shall, no later than September 15<sup>th</sup> of each year, provide the Town a listing of delinquent Sewer customers with amounts owed as of August 31<sup>st</sup> of that year. The Town shall reliev those amounts on the respective delinquent customers tax bills issued the succeeding January 1<sup>st</sup>. The Town shall then pay the Village the sum of the delinquent amounts owed no later than February 15<sup>th</sup> of that tax year.

6) The Town will install all initial infrastructure necessary to provide Town Users with sewer service, except for connections on private property. All connections shall be made in accordance with the Village Sewer System rules and regulations. The Town will adopt a Local Law incorporating and enforcing the Village sewer regulations. The town hereby grants the Village any access to town property or easements necessary to confirm compliance with Village regulations.

7) The Village hereby indemnifies and agrees to defend and hold harmless the Town and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the Village's operation of the Village Sanitary Sewer System.

8) The Town hereby indemnifies and agrees to defend and hold harmless the Village and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the construction and operation of the Town Sewer System.

9) All capital expenses incurred in constructing the necessary infrastructure to connect the Town to the Village Sewer System, including but not limited to pipes, pumping stations, manholes, rights-of-way, engineering and legal costs shall be borne solely by the Town.

10) The term of this Agreement shall be twenty (20) years from the date of execution by all parties. The Agreement shall automatically renew for a five (5) year term upon the expiration of the initial term or each renewal, unless one party, at least one year prior to the expiration hereof, notifies the other party of intent not to renew, and the New York State Department of Health or other appropriate agency, approves the disconnection of the sewer service.

11) The Village agrees that the Town may add additional Sewer Districts, or extensions of existing Sewer Districts to this Agreement on the same terms, as long as the Village has adequate capacity to serve the new areas and all required County, State and Federal approvals have been obtained. The Town shall request authority to add new service areas in writing. The request shall include the legal description of the new areas. The Village shall respond within 60 days. Nothing in this Agreement shall require the Village to approve additional districts or extensions.

12) The Village's provision of sanitary sewer services shall be in accordance with the mandates of New York state law.

This Agreement is executed on behalf of the Village of Corfu by its Mayor, pursuant to a resolution of the Board of Trustees of said Village in all respects authorizing the same, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2015; on behalf of the Town of Pembroke, by its Supervisor, pursuant to a resolution of the Town Board of said Town in all respects authorizing the same, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the parties hereto as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

VILLAGE OF CORFU

By: \_\_\_\_\_  
Dave Bielec, Village Mayor

TOWN OF PEMBROKE

By: \_\_\_\_\_  
Annie Lawrence, Town Supervisor

STATE OF NEW YORK }  
COUNTY OF GENESEE } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Annie Lawrence, Town Supervisor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK }  
COUNTY OF GENESEE } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dave Bielec, Village Mayor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public