

Village of South Corning

7 Clark St., Corning, NY 14830

(607) 936-3642

October 17, 2022

Town of Corning
Corning Town Supervisor and Town Board
20 S. Maple St.
Corning, NY 14830

RE: Water Contract

Dear Town Supervisor Feehan and Town Board,

This letter will clarify the terms of the attached water contract. After determining the cost to the Village for supplying water to our village and town customers, reasonable non-negotiable rates were established. A late fee penalty charge of 20% is in affect for all customers.

The Town is currently billed 88 EDU's for the connection to our system. The number of EDU's is not changing, and the charge per EDU is the same for all village and town customers. Effective January 1, 2022, the rate per EDU was reduced from \$73.65 to \$63.63. This resulted in a savings to the town of \$881.76 per quarter or \$3527.04 annually.

The financial analysis of the minimum quarterly charge of \$5656.44

<u>Quarter</u> <u>Beginning</u>	<u>Service Fee</u> <u>Per EDU</u>	<u>Calculation</u>	<u>Connection</u> <u>Charge</u>	<u>Metered Water</u> <u>Base Charge</u>
1/1/2023	63.63	88x63.63	\$ 5599.44	\$57.00

Metered Water Use

For the first 500cuft of metered water, all town customers, including the Town of Corning, are charged a base rate of \$57.00 plus the village customer rate + \$.50, for each 100cuft used thereafter. The \$57.00 base fee is referenced above. The village rate for 100cuft , after the first 500 is \$1.50 at present time.

Very truly yours,



James A. Thomas Sr., Mayor

cc: Attorney Alan Reid
South Corning Village Board

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of October, 2022, by and between the TOWN OF CORNING, Steuben County, New York, hereinafter designated as “The Town” and the VILLAGE OF SOUTH CORNING, Steuben County, New York, hereinafter designated as “The Village”.

WHEREAS, The Village owns, operates and maintains a municipal water supply system, and

WHEREAS, The Village desires to supply The Town with water from The Village Municipal Water Supply System; and

NOW, THEREFORE, it is agreed as follows:

1. VILLAGE RESPONSIBILITIES.

The Village hereby agrees to supply The Town with water from its municipal water supply, which water shall be metered as it passes into the main town connection to The Village water supply system, at the pump house on Brown Road.

2. TOWN RESPONSIBILITIES.

The Town agrees to pay for the water so supplied by the Village at the following rates. It is agreed between the Parties that The Village will bill The Town every three (3) months during the calendar year on the first of April, July, October and January.

- (a) Effective January 1, 2023 and continuing through December 31, 2023, the connection charge is \$5,599.44 per quarter.
- (b) The first 500 cu ft per quarter will be charged \$57.00.
- (c) After the initial 500 cubic feet, the village residential rate + \$.50 per 100 cubic feet used thereafter will be charged. The present town rate is \$2.00. The present village rate is \$1.50.
- (d) Any bill unpaid after the due date, as stated on the bill, will incur an additional twenty percent (20%) service charge and may cause an interruption in service.

3 TERM.

The term of this agreement shall be from January 1, 2023 through December 31, 2023.

4. WATER SUPPLY.

The Village shall use reasonable care and diligence to provide constant and uninterrupted water services to the Town pursuant to the Agreement, but the Village shall not be liable to The Town by reason of fire, strike, riot, explosion, flood, accident, breakdown, acts of God or public enemy, decreases or failure of the water supply or any other cause beyond the complete control of The Village. In the event of a decrease or failure of the water supply for its Village customers, The Village may reduce, diminish, or temporarily stop water supply to The Town in order to satisfy the needs and requirements of in-Village customers.

5. BUDGET.

In order for The Town to prepare its annual calendar year budget, it is essential that the Village notify The Town's supervisor as to the contract purchase rate that The Village will charge for the immediately subsequent calendar year. Accordingly, The Village agrees to provide The Town with the contract rate no later than July 1 of each year that this agreement is in effect.

6. TEMPORARY RATE ADJUSTMENT.

In the event The Village has to use its backup (City of Corning) as the sole source of water, The Village may assess all customers a temporary increase in metered water rates until the Village returns to its own well use. The Town Supervisor will be notified a minimum of 30 days prior to the increase going into effect.

7. RENEWAL.

Ninety (90) days prior to the expiration of this agreement, the parties agree to enter into discussions pertaining to the renewal of this agreement. If the parties have not reached an agreement by the expiration of this agreement, The Town agrees to adopt the prevailing quarterly connection rate as applied to all other town customers for a period of one (1) year.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

VILLAGE OF SOUTH CORNING

By: _____
JAMES A. THOMAS, SR., Mayor

TOWN OF CORNING

By: _____
KIM FEEHAN, Supervisor