

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the Town of Lockport, in the County of Niagara, a municipal corporation formed and existing pursuant to the laws of the State of New York, hereinafter referred to as "Lockport", party of the first part, and the Town of Pendleton, in the County of Niagara, a municipal corporation formed and existing under the laws of the State of New York, hereinafter referred to as "Pendleton", party of the second part, and the Niagara County Water District, a municipal corporation formed and existing under the laws of the State of New York, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, Lockport and Pendleton entered into an intermunicipal agreement, dated December 23, 2019, whereby the Towns contemplated the installation of an interconnection with a Niagara County Water District water main, located at the intersection of Campbell Boulevard and Lockport Road, and

WHEREAS, Lockport and Pendleton wish to have the ability to tie into said water main for purposes of supplementing and improving their respective distribution systems, and

WHEREAS, Lockport and Pendleton are member Towns of the Niagara County Water District, and

WHEREAS, both Towns have finished preparations for said project and are scheduled to begin installation of their respective interconnections, and

WHEREAS, Lockport, Pendleton, and the Niagara County Water District wish to establish their respective responsibilities and costs,

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. This is an inter-municipal contract, pursuant to Article 5G of the General Municipal Law.
2. The Towns have previously agreed on the terms to fully fund the construction of said connection including the meter pit and lines, connections, meters and all appurtenances.
3. The Towns shall bear equal responsibility for the repair, maintenance and replacement of the meter pit to be installed pursuant to this agreement, and for all their respective lines and appurtenances downstream from said meter pit.

4. The Towns shall pay the Niagara County Water District for all metered water received through each respective interconnection at the Niagara County Water District member rate, as established from time to time.

5. After installation, the Niagara County Water District shall have control of the meter pit and be responsible for the reading, maintaining and replacement of the meters and operating systems in the meter pit. The District shall further be responsible for any line(s) extending to the District water main from the pit installed thereto.

6. This contract shall continue for a period of 40 years, and shall thereafter renew automatically from year to year unless terminated by the parties hereto upon one year's notice in writing.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement and caused the same to be signed by their respective authorized officers who have caused their respective seals to be affixed the day and year set opposite their respective signatures.

TOWN OF LOCKPORT

By: 

Mark Crocker, Supervisor

TOWN OF PENDLETON

By: _____

Joel Maerten, Supervisor

NIAGARA COUNTY WATER DISTRICT

By: 

W. Ross Annable, Chairman