

**Village of Aurora Board of Trustees March 9, 2022 Special Meeting Minutes**

The meeting was held via Zoom at 4:00 p.m.

**Present:** Mayor Bonnie Bennett, Trustees Grace Bates, Matt Bianconi, Janet Murphy, and Jim Orman

**Others Present:** Village Clerk Ann Balloni

**Call to Order:** Mayor Bennett called the special meeting to order at 4:01 p.m.

**Resolution 22-05: MOU for a Water Supply Upgrade at the Inns of Aurora Spa**

**Memorandum of Understanding  
Municipal Water Supply Upgrades**

**Introduced:** Trustee Bianconi

**Second:** Trustee Bates

**WHEREAS**, the Village of Aurora (“Village”) municipal water system is not a supply system, but rather is solely a distribution system serving its customers with water provided by and purchased from Wells College; and

**WHEREAS**, the Village entered into a Water Supply Agreement made as of October 1, 2018, attached as Exhibit 1 (“Water Supply Agreement”), with the Inns of Aurora (“IOA”) governing the delivery of water to 700 Sherwood Road (“Bush Property”); and

**WHEREAS**, the IOA is willing to assist the Village to prepare the required plan on how to bring its water distribution system into compliance with the NYS Sanitary Code to avoid formal enforcement action by the Cayuga County Health Department relating to water pressure being supplied; and

**WHEREAS**, the IOA seeks approval to amend the Water Supply Agreement as set forth below.

**NOW THEREFORE**, the Village and the IOA agree as follows:

1. The IOA will financially support in the implementation options set forth in the MRB Group recommendations as set forth herein:
  - a. The IOA shall retain the engineer of its choice, subject to the approval of the Village, to design and oversee the upgrades necessary to bring the municipal system into compliance with the Sanitary Code at a total project cost presently estimated (based on the MRB report) to not exceed \$515,000.00, including regulatory fees which shall be paid in full by IOA;
  - b. The Village shall cooperate with the IOA to obtain the required approvals from the Cayuga County Health Department for the required upgrades to the municipal system;
  - c. The Village shall cooperate with the IOA to seek grants or other public funding to assist financially with the upgrades to the municipal system;

- d. The total cost of the municipal water system project design and infrastructure upgrades shall be paid for by the IOA up to \$515,000. The improvements shall be located on the existing Village parcel on the unused land just west of the existing tank and fence. The Village will have the right and opportunity to review and approve the design as it progresses and provide input and consent so that the upgrade will function properly and as needed relative to the existing system in place. As an initial step in the design process, the IOA shall provide the Village the assurance (in writing), that Wells College is willing and capable of providing the necessary water to the Village (at the times needed and at no additional cost to the Village) for the anticipated increase in usage by the IOA. In addition, the IOA shall provide technical documentation and assurance from the design engineer that the anticipated project will not negatively impact the present system and the water pressure presently delivered to all the nearby neighbors in Ledyard and those Village properties near the municipal boundary. The final design will be subject to the final consent of the Village and said consent will not be unreasonably withheld, conditioned, or delayed. The Village shall be responsible for any and all of the fees for any additional experts retained by the Village, including legal, additional engineering, or technical;
- e. If, after the work is designed, the anticipated total project costs are estimated to exceed \$515,000, the IOA has the option to discuss with the Village other options for funding the work in excess of \$515,000 to complete the project. If the Village and IOA cannot agree on a funding source to complete the work in excess of \$515,000, either party can terminate this MOU.
- f. The IOA is not responsible for the design and/or implementation of any municipal water system upgrades pursuant to this MOU to properties other than the Bush Property.
- g. The Village shall be responsible for any penalties based upon the existing violation of the Sanitary Code;
- h. Upon completion of all the above tasks, including the construction of all the new facilities, the IOA shall have their engineer certify the improvements to the Health Department and shall provide the Village with all the Record drawings required by the Health Department, as well as all operating and equipment manuals.
- i. Once all the above has been completed, the Village will review all the noted documents and once the Village has deemed them as satisfactory, the Village will accept dedication of the improvements so that they will become part of the overall public water supply system of the Village.

2. The Water Supply Agreement shall be renegotiated and amended in good faith to increase the maximum supply of water allocated to the IOA subject to the limitations set forth in Section 4 of the existing Water Supply Agreement and confirm that such supply of water shall be used for any legal future use of the Bush Property.

**Roll Call Vote:**

Trustee Bates: AYE

Trustee Bianconi: AYE

Trustee Murphy: AYE

Trustee Orman: AYE

Mayor Bennett: AYE

Carried 5-0

**2022/2023 Budgets Public Hearing:** On motion by Trustee Bates, seconded by Trustee Bianconi, the Village Board voted to schedule the public hearing for the 2022/2023 budgets on March 30, 2022 at 5:30 p.m.

AYES: Bennett, Bates, Bianconi, Murphy, and Orman

NAYS: None

Motion carried unanimously.

**Cayuga Lake Watershed Inter-Municipal Organization Contract:**

**MEMORANDUM OF AGREEMENT  
With  
THE CAYUGA LAKE WATERSHED INTERMUNICIPAL ORGANIZATION**

**Moved:** Trustee Bates

**Seconded:** Trustee Bianconi

**THIS MEMORANDUM OF AGREEMENT** (Agreement or MOA), effective as of January 1, 2022 by and between the Village of Aurora to be a "Participating Member Entity" in the Cayuga Lake Watershed Intermunicipal Organization (CWIO).

WITNESSETH THAT:

**WHEREAS**, pursuant to Article 5-G Section 119-o of the General Municipal Law of the State of New York, municipalities have the authority to enter into contracts and intermunicipal agreements and jointly perform services regarding subjects each separately has the power to perform, which are necessary to carry out for the benefit of the municipality; and

**WHEREAS**, a Participating Member Entity finds that promoting watershed protections and stewardship of the Cayuga Lake watershed resources is in the public interest and for the common benefit of all within the watershed; and

**WHEREAS**, Cayuga Lake and its surrounding ~860 square mile watershed provides numerous benefits to the region including drinking water for approximately 120,000 people, varied recreational opportunities, scenic beauty, natural capital, and ecological significance; and

**WHEREAS**, as of 2021, the CWIO includes many local governments as depicted by the boundaries of the appended map; and

**WHEREAS**, the purpose of the CWIO is to bring the local governments within the entire Cayuga Lake watershed together to work collectively and collaboratively on monitoring, protecting, and restoring the health of the watershed; and

**WHEREAS**, Participating Member Entities desire to continue the cooperative agreement that formed the CWIO in 1999; and

**WHEREAS**, Participating Member Entities will work together cooperatively in the decision-making process and share the leadership and ownership in implementing the Cayuga Lake Watershed Restoration and Protection Plan (RPP) or other plans endorsed or adopted by NYS or the watershed counties to protect the water quality of the Cayuga Lake watershed; and

**WHEREAS**, Participating Member Entities recognize that an intermunicipal organization can best facilitate partnerships across political boundaries to promote the ecological vitality of the Cayuga Lake watershed, and that it is to their mutual advantage and benefit to develop and implement cooperative restoration and protection efforts in general throughout the watershed and promote a regional alliance among governments and county programs; and

**WHEREAS**, Participating Member Entities recognize the value and efficiency of using common resources effectively.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties to this Agreement do hereby agree as follows:

1. The Cayuga Lake Watershed Intermunicipal Organization (CWIO) is an official intermunicipal entity recognized by New York State and created by the local governments in the watershed in 1999 to implement a watershed management plan, now called the Cayuga Lake Restoration and Protection Plan (RPP), its mission, goals, and objectives. The implementation of the RPP conveys various benefits to Cayuga Lake and its watershed. Sustainable watershed management includes local involvement in planning and management of the natural resources and is a shared responsibility of all governments. The Participating Member Entities will work together cooperatively in the decision-making and share the leadership of the CWIO.
2. This intermunicipal Memorandum of Agreement is voluntary and will not be construed as to interfere with or diminish any governmental powers, authority, or regulatory authority of any of the Participating Member Entities.
3. A Participating Member Entity, having paid its CWIO annual dues is considered a Voting Member and appoints its own representative, and if it chooses, an alternate representative to the CWIO.
4. As required by the bylaws, the CWIO representatives will approve a budget each year and the Participating Member Entity will pay their dues annually based on the fair share funding formula adopted by the CWIO. The CWIO will send a copy of the budget and funding formula and calculations to each Participating Member Entity annually.
5. The 5-year term of this Agreement shall commence January 1, 2022 and terminate December 31, 2027. This Agreement shall be automatically renewed for an additional five-year term, unless either party notifies the other party of its intent not to renew within 90 days of the expiration of any term or renewal term.
6. This Agreement authorizes the CWIO to enter into contracts within the limits of, and subject to, the appropriations provided by the Participating Member Entity and other funding sources.
7. The CWIO shall indemnify, defend, and hold harmless the Participating Member Entity named in this Agreement, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the CWIO or its staff.
8. The Participating Member Entity named in this Agreement shall each indemnify, defend, and hold harmless the CWIO, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of each Participating Member Entity's proportionate negligent acts or omissions. This obligation is several and not joint.

9. Any staff hired by the CWIO will be hired with no discrimination by reason of race, creed, color, sex, sexual orientation, age, physical disability, or national origin.

10. The CWIO membership will ensure CWIO staff are overseen. Duties of staff may include but not be limited to: partnering and networking between municipal entities within the watershed to help implement watershed plans, give input into water quality research on the lake and streams, provide assistance to the municipalities on water quality and flood control projects, investigate sources of pollution and develop management strategies to solve those sources of pollution in partnership with other relevant agencies, apply for and administer grants to benefit the watershed or assist Participating Member Entities in grant application, coordinate educational outreach, assist with legislative actions, and act as a spokesperson for CWIO.

11. Any party to this Agreement may terminate its participation with the CWIO at any time but must do so upon giving written notice to the CWIO that such party will terminate its participation in the CWIO, the reasons for the termination and the effective date of such termination, such written notices to be given at least 90 days prior to the date such termination shall take effect. No refunds will be provided to any party that terminates its participation for that year. Withdrawal from the Agreement by one party shall not affect the agreements with other Participating Member Entities in the Agreement.

12. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this Agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. If the CWIO should cease to exist, the funds still available will be returned to the parties to this Agreement under the same formula as originally gained after existing obligations are met.

14. This Agreement supersedes any other previous agreements between the municipality and the CWIO.

**Roll Call Vote:**

Trustee Bates: AYE

Trustee Bianconi: AYE

Trustee Murphy: AYE

Trustee Orman: AYE

Mayor Bennett: AYE

Carried 5-0

**Adjournment:** On motion by Trustee Bianconi, seconded by Trustee Orman, the Village Board voted to adjourn the meeting at 4:37 p.m.

AYES: Bennett, Bates, Bianconi, Murphy, and Orman

NAYS: None

Motion carried unanimously.

