

February 24, 2016

A regular meeting of the Board of Commissioners of the Port Washington Water District was held at the District offices located at 38 Sandy Hollow Road, Port Washington, New York, on Wednesday, February 24, 2016 at 8:00am.

PRESENT: COMMISSIONERS:

David Brackett, Chairman
Mindy Germain, Treasurer

Paul J. Granger, P.E., Superintendent
Peter Fishbein, Esq., Attorney
William Merklin, P.E., Engineer
Italo J. Vacchio, Secretary

The meeting was called to order by David R. Brackett, Chairman of the Board of Commissioners, with the Pledge to the flag.

Minutes of the meeting held on February 17, 2016, were read and approved.

The following claims was received for payment and approved by the Board:

- | | |
|---|-------------|
| 1. D & B Engineers & Architects, Engineering, Source Water Evaluation & Conservation Plan | \$2,874.92 |
| 2. D & B Engineers & Architects, Engineering, Updating Intersection Maps | \$617.56 |
| 3. Subsurface Technologies, Neulist Well NO. 1 Rehabilitation | \$36,759.77 |

The Board further reviewed the District's account balances as follows as of February 24, 2016:

General Checking	\$1,138,606.77
Money Market	\$475,218.33
Tap Fee Account	\$64,221.60
Repair Reserve Fund	\$316,419.38

The District received the 1st half tax check in the amount of \$317,083.10. A motion was made by Commissioner Brackett and seconded by Commissioner Germain that \$100,000.00 be transferred to the repair reserve fund. Carried.

Superintendent Granger reported on the following:

1. Over the weekend the District received two service calls for broken pipes, due to the cold weather, inside homes. The District was called out to shut off the water to both houses.
2. He is still holding the draft letter to the New York City Environmental Protection (DEP) request for information, for comment from several other water suppliers.
3. He and Commissioner Germain will be attending a meeting on February 29, 2016 to exchange water conservation ideas with the DEC and review potential pilot programs.
4. He talked again with Emma Feldman, a student from Schriber High School concerning her internship project with the District.
5. The overhead doors on the six (6) bay garage are in very bad shape and need to be replaced. He is in the process of obtaining three (3) prices for replacing all six (6) doors.
6. PMG will be at the March 2, 2016 board meeting to discuss ideas for the spring newsletter.
7. Discussed with the Board the idea of joining the Long Island Water Conference Purchasing Cooperative Agreement.

After careful review Commissioner Brackett made a motion which was seconded by Commissioner Germain to enter into an intermunicipal agreement with the Long Island Water Conference purchasing cooperative. Carried. A copy of the agreement is annexed here to these minutes:

LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE AGREEMENT

WHEREAS, Article 13, Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are governed by the statutory authority set forth under General Municipal Law §103; and

WHEREAS, General Municipal Law §103(16) was recently amended authorizing Towns, Villages, Commissioner Elected Water Districts and similarly situated governmental agencies, to purchase from each other's vendors provided that said vendor's contract was (a) "let in a manner that constitutes competitive bidding consistent with the state law and (b) was made available for use by other governmental entities", a/k/a "piggy-backing"; and

WHEREAS, Section 119-m of Article 5-G of the General Municipal Law also provides further authorization for "performance by municipal corporations or districts of their functions, powers or duties on a cooperative, joint or contract basis" ("Intermunicipal Agreement" or "IMA"); and

WHEREAS, Towns, Villages and Article 13 Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are specifically encompassed within this statutory authority respectively under General Municipal Law §119-n (a) where a municipal corporation includes the terms Town and Village and where §119-n (b) "the term 'District' means Town Improvement District"; and

WHEREAS, General Municipal Law §119-o (d) authorizes Towns, Villages and Commissioner Elected Districts to enter into IMAs regarding the "purchasing" of supplies "subject to general laws applicable to municipal corporations and districts"; and

WHEREAS, the Long Island Water Conference ("LIWC") is a Not-for Profit Corporation dedicated to promoting and facilitating cooperation between all municipal water purveyors on Long Island; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for all of Long Island's Commissioner Elected Water Districts and those Villages and Towns which manage their own water distribution system; and

WHEREAS, it is the desire of the **Port Washington Water District** to realize fully the rights and benefits conferred by state law upon Towns, Villages and Commissioner Elected Districts, as has been enumerated above, by entering into the intermunicipal agreement with the Long Island Water Conference Purchasing Cooperative,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Whenever used in this Agreement, the following, words and phrases, unless the context otherwise requires, shall have the following meanings:

LIWCPC means the Long Island Water Conference Purchasing Cooperative created by the individual signatories to this Agreement pursuant to applicable sections of the General Municipal Law.

Common Commodity means those commodities or products which the individual members of the LIWC have determined to be routine purchases by the membership.

Joint Purchase Program means all terms and conditions herein relating to commodities and products that are subject to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

Joint Purchase Subcommittee means the duly constituted Joint Purchase Subcommittee ("JPS") appointed by LIWC standing Comprehensive Planning Committee.

Lowest Price means the basis for awarding contracts for commodities among Responsive and Responsible Vendors.

Lowest Responsible Bidder means the lowest Responsible Vendor found qualified to supply the commodity.

Member means the Article 13 Town Law Commissioner Elected Districts and the Villages, Towns and other governmental entities embraced under General Municipal Law ("GML") § 103(16) who maintain their own water distribution systems which are signatories to this Agreement or any counterpart thereof.

Vendor means a person or entity that makes a specific proposal to a member of the LIWCPC in response to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

Procurement Record means a record of the decisions and reasons therefore made in the Joint Purchase Program.

Responsible means the financial ability, legal capacity, integrity and past performance of a person or business entity and as such terms have been interpreted relative to public procurements.

Responsive means Vendor meeting the minimum Specifications or Requirements as prescribed in a competitive bid, a request for proposals or other means of permissible competitive solicitation.

Specification or Requirement means (a) any description of the physical or functional characteristics or the nature of a commodity or product; (b) the necessary qualifications of the Vendor; (c) the capacity and capability of the Vendor to successfully carry out the proposed contract and/or anticipated outcomes or any other requirement necessary to perform the work. It may include a description of any obligatory testing, inspection or preparation for delivery and use, and may include federally required provisions and conditions where the eligibility for federal funds is conditioned upon the inclusion of such federally required provisions and conditions. Specifications shall be designed to enhance competition ensuring that the commodities or products of any Vendor are not given improper preference.

ARTICLE II TERM

Section 2.0 Term. The Term of this Agreement will be for three years beginning on June 1, 2013, unless upon sixty (60) days notice thereafter a Member delivers a written notice of its intention to withdraw from the LIWCPC.

ARTICLE III

LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE

Section 3.0 Creation of the Cooperative. There is hereby created a subcommittee of the LIWC standing Comprehensive Planning Committee denominated the Joint Purchasing Subcommittee ("JPS").

Section 3.1 Membership. Membership in the LIWCPC is open to all Article 13 Town Law Commissioner Elected Districts, and those Villages, Towns and other governmental agencies embraced by GML §103(16) within the counties of Suffolk and Nassau, which maintain their own water distribution system.

Section 3.2 Purpose of the LIWCPC. The purpose of the LIWCPC is to facilitate and

administer a Joint Purchase Program under the JPS to reduce costs through economies of scale by utilizing the volume buying generated through the "piggy-backing" upon Member contracts as authorized under GML §103 (16).

Section 3.3 Services of the JPS Generally.

A. The JPS shall conduct regular and critical review of the efficiency, integrity and effectiveness of the overall Joint Purchase Program.

B. As an instrumentality of its Members, the JPS shall leverage the Members' aggregate buying power by:

1. compiling the purchasing needs of its individual Members by soliciting and creating the Common Commodity purchasing list:
11. serving as a focus center through which all individual members can communicate their intent on going to bid for a particular Common Commodity:
111. doing all things necessary, convenient or desirable, including ancillary and incidental activities, to carry out the foregoing activities and for the exercise of the Joint Purchasing Program's powers.

**ARTICLE IV PROCUREMENT;
CONTRACTS**

Section 4.0 Method of procurement. Each individual member has the discretion to initiate a public bid pursuant to GML § 103 to procure a Common Commodity.

Section 4.1 Piggy-Backing. Each individual member shall include a provision its Notice to Bidders and Procurement Contract a clause, in the form set forth below, which authorizes every other individual member of the LIWCPC to purchase products from the successful vendor.

Extension of Contract to Members of the
Long Island Water Conference Purchasing Cooperative

Pursuant to the authority granted this District, under Section 16 of the General Municipal Law, the successful bidder must extend the terms and conditions of his contract for "apparatus, materials, equipment or supplies to those governmental entities which are members of the Long Island Water Conference Purchasing Cooperative specifically

(Example)

Jericho Water District

Massapequa Water District Bethpage Water District

Town of Riverhead Water District Village of

Garden City Park

Section 4.2 Members' Contracts. During the term of this Agreement each individual Member shall make commercially reasonable efforts to utilize LIWCPC awards to contract for the purchase of Common Commodities with the chosen Vendor.

**ARTICLE V
MISCELLANEOUS**

Section 5.0 Assignment. This Agreement may not be assigned by any of its signatories.

Section 5.1 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of its signatories and nothing in this Agreement, whether express or implied, shall be construed to give to any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.2 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.3 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 5.5 Limitation of Liability of Officers, Employees or Agents. Notwithstanding anything contained herein to the contrary, no officer, employee or agent of Long Island Water Conference shall have any liability for the representations, warranties, covenants, agreements or other obligations hereunder or in any of the certificates, notices or agreements delivered pursuant hereto.

Section 5.6 Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

RESOLUTION

WHEREAS, Article 13, Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are governed by the statutory authority set forth under General Municipal Law §103; and

WHEREAS, General Municipal Law §103(16) was recently amended authorizing Towns, Villages, Commissioner Elected Water Districts, and similarly situated governmental agencies to purchase from each other's vendors provided that said vendor's contract was (a) "let in a manner that constitutes competitive bidding consistent with the state law and (b) was made available for use by other governmental entities", a/k/a "piggy-backing"; and

WHEREAS, Section 119-m of Article 5-G of the General Municipal Law also provides further authorization for "performance by municipal corporations or districts of their functions, powers or duties on a cooperative, joint or contract basis" ("Intermunicipal Agreement" or "IMA"); and

WHEREAS, Towns, Villages and Article 13 Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are specifically encompassed within this statutory authority respectively under General Municipal Law §119-n (a) where a municipal corporation includes the terms Town and Village and where §119-n (b) "the term 'District' means Town Improvement District"; and

WHEREAS, General Municipal Law §119-o (d) authorizes Towns, Villages and Commissioner Elected Districts to enter into IMAs regarding the "purchasing" of supplies "subject to general laws applicable to municipal corporations and districts"; and

WHEREAS, the Long Island Water Conference ("LIWC") is a Not-for Profit Corporation dedicated to promoting and facilitating cooperation between all municipal water purveyors on Long Island; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for all of Long Island's Commissioner Elected Water Districts and those Villages and Towns which manage their own water distribution system; and

WHEREAS, it is the desire of the Port Washington Water District to realize fully the rights and benefits conferred by state law upon Towns, Villages and Commissioner Elected Districts, as has been enumerated above, by entering into the intermunicipal agreement with the Long Island Water Conference Purchasing Cooperative,

NOW THEREFORE, upon the above referenced preambles, be it unanimously

RESOLVED, that the Chairman, David Brackett, is hereby authorized, empowered, and directed to enter into the intermunicipal agreement annexed hereto for the Long Island Water Conference Purchasing Cooperative pursuant to the relevant provisions of the General Municipal Law; and be it further

RESOLVED, that the execution and delivery on behalf of, and in the name of, the <municipal entity> and/or its designee(s) of the intermunicipal agreement for the Long Island Water Conference Purchasing Cooperative shall be conclusive evidence of approval by this governing body to join the Long Island Water Conference Purchasing Cooperative and to abide by the terms and conditions of the Long Island Water Conference Purchasing Cooperative intermunicipal agreement; and be it further

RESOLVED, that this <municipal entity> being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this Resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 N.Y.C.R.R.) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection.

William Merklin reported on the following:

1. Subsurface Technologies is in the process of reinstalling the column and pump at Neulist Well No. 1.
2. D & B continues to work on the 2015 Annual Water Quality Report.

Checks for payment of claims, due from the Port Washington Water District totaling \$88,074.71 were approved for payment by the Board.

There being no further business to discuss the meeting was adjourned at 9:21am.

I hereby certify that the above is a true and correct copy of the minutes of the meeting held on February 24, 2016

Mindy Germain, Acting Secretary