

TOWN OF BENTON

Resolution No:

INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF BENTON AND THE TOWN OF TORREY

Regarding Town Water District

THIS AGREEMENT IS MADE THIS day of , 2024 and between the Town of Benton with offices located at 1000 Route 14A, Penn Yan, NY 14527 and the Town of Torrey with office located at 56 Geneva Street, Dresden, NY 14441.

WHEREAS, the Town of Benton operates a municipal water district which distributes potable water to the Town of Benton's Water District # 1 & 4.

WHEREAS, The Town of Benton is organized to provide Billing Operation and Maintenance for the Town of Torrey's Water District # 1.

WHEREAS, The Town of Torrey is in need of such Billing, Operation & Maintenance services for its municipal water district and wishes to contract with the Town of Benton municipal water.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town of Benton will provide billing and receipt of payment services for the Town of Torrey customers for water services within the Town's municipal water.
2. The Town of Benton will provide meter reading for such billing and report such meter readings to the Town of Torrey in an expeditious fashion to allow for billing in a timely manner. The Town of Benton will provide to the Town of Torrey the names, addresses and billing rates in a manner agreed upon by both Town's for each customer. The Town of Benton shall further be responsible for providing updates of the customers lists to the Town of Torrey as such information changes.
3. The Town of Benton shall provide meter readings as required by the Town of Torrey water residential customers on a quarterly basis.
4. The billing by the Town of Benton shall provide for payment to the Town of Torrey and agrees to collect and receive such funds.
5. The Town of Benton shall expeditiously remit collected funds to the Town of Torrey at no greater than weekly intervals.
6. Any costs incurred by the Town of Benton as a result of a necessity to modify or enhance computer software for the sole benefit of the Town will be paid to the Town of Benton.

7. The Town of Torrey will pay the Town of Benton a quarterly fee as and for the cost to the Town of Benton performing the Billing and payment receipt services, also for Operation and Maintenance. The Town of Benton will remit an invoice to the Town of Torrey after each quarterly water billing. Such invoice shall include an itemization or explanation as to the computation of the amount invoiced to the Town of Torrey. The parties acknowledge that the recent cost of the services will be approximately \$11,600.00/Annual, \$2,900.00/Quarterly. Future fees shall be agreed upon from time to time by the Town of Benton and Town of Torrey to their mutual satisfaction.

Salary & Expense

Town of Benton – Two Certified Operators- Including Pick Up:

	\$7500.00
Bobbi Wolfe	\$3500.00
Supplies	\$600.00 (Stamps, Bills, WLB & Beacon Annual Maintenance)
Water	\$ 3.00 Per/1000 Gallons

8. The agreement will expire: Annually
9. This agreement may be terminated by either the Town of Benton or the Town of Torrey ninety (90) days written notice to the other party by delivery of such notice to the respective municipal clerk.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed at Penn Yan, New York on the date set forth herein.

TORREY SEAL

Peter Martini, Supervisor, Town of Torrey

Betty Daggett, Torrey Town Clerk

John Prendergast, Supervisor, Town of Benton

BENTON SEAL

Bobbi Wolfe, Benton Town Clerk