

REGULAR MEETING OF THE TOWN OF DARIEN

JULY 2, 2025

MINUTES OF THE DARIEN TOWN BOARD: Supervisor Stephen Ferry, Council Members Timothy Benten, Michael Fix, Michael Grant, David Krzemien, and Town Clerk Alice Calmes.

A special meeting of the Darien Town Board, County of Genesee, and State of New York was held at the Town Hall, 10569 Allegany Road, Darien Center, NY on July 2, 2025

PRESENT:	Stephen Ferry	Supervisor
	David Krzemien	Councilman
	Timothy Benten	Councilman
	Michael Fix	Councilman
	Michael Grant	Councilman
	Alice Calmes	Town Clerk

ABSENT:

OTHERS PRESENT: Neil Marzolf, Jr – Highway Superintendent; and members of the public

At 7:30 PM the meeting was called to order and recited the Pledge to the Flag.

RESOLUTION #82

MEETING MINUTES

Councilman Grant offered a resolution to waive the formal reading of the minutes in lieu of the posted minutes with no changes and accept the June 4, 2025, minutes as submitted; second by Councilman Krzemien.

AYES 5	Grant, Benten, Fix, Krzemien, and Ferry	NAYS 0
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RESOLUTION #83

TOWN OF DARIEN

RESOLUTION APPROVING THE ACQUISITION OF EASEMENTS BY THE MONROE COUNTY WATER AUTHORITY PURSUANT TO §1096(6-a) OF NEW YORK’S PUBLIC AUTHORITIES LAW

Adopted: July 2, 2025

WHEREAS, the Town Board of the Town of Darien met at a regular board meeting at the Town Hall of the Town of Darien, located at 10569 Alleghany Road in Darien Center, New York on the 2nd day of July, 2025, commencing at 7:30 p.m. at which time and place the following members were:

Present:	Supervisor	Stephen Ferry, Jr.
	Councilmember	David Krzemien
	Councilmember	Timothy Benten
	Councilmember	Michael Fix
	Councilmember	Michael Grant

Absent:	_____	_____
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WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, The Monroe County Water Authority (“Authority”) intends to provide public water service to 10572 Harlow Road and 1262 Broadway Road located in the Town of Darien; and

WHEREAS, the property owner has elected to retain and maintain the private well water source(s) on the premises and maintain separation between the plumbing that contains the public water (the "public system") and the plumbing that contains the well water (the "private system"); and

WHEREAS, the acquisition of the permanent irrevocable access easement is necessary to allow the Authority to inspect the public and private systems to make sure they are not interconnected as required by the New York State Sanitary Code; and

WHEREAS, the easement is located along the frontage of 10572 Harlow Road (Tax Acct. No. 9.-1-16.118), which is owned by Nick Ciccarelli and 1262 Broadway Road (Tax Acct. No. 10.0-1-25.1), which is owned by Michael S. Wozniak, David A. Wozniak and Mark G. Wozniak; and

WHEREAS, §1096(6-a) of New York’s Public Authorities Law requires the Authority to obtain the prior approval of the Town Board for the above-referenced acquisition; and

WHEREAS, Monroe County Water Authority and the Town of Darien agree that this easement granted herein, shall be construed as to have been granted to both, the Monroe County Water Authority and the Town of Darien to the extent that the Town of Darien may in the future, assume operation of its water districts, any easements maintained or attained by the Monroe County Water Authority are hereby conferred, given and permitted to the Town of Darien, to the same extent they were granted to the Monroe County Water Authority; and

NOW ON MOTION OF Stephen Ferry, Jr. which has been duly seconded by Timothy Benten, now therefore, be it

RESOLVED, that the Town hereby approves of the Authority’s acquisition of the permanent irrevocable access easement located at 10572 Harlow Road and 1262 Broadway Road in accordance with §1096(6-a) of the New York Public Authorities Law; and be it further

RESOLVED, Monroe County Water Authority and the Town of Darien agree that this easement granted herein, shall be construed as to have been granted to both, the Monroe County Water Authority and the Town of Darien to the extent that the Town of Darien may in the future, assume operation of its water districts, any easements maintained or attained by the Monroe County Water Authority are hereby conferred, given and permitted to the Town of Darien, to the same extent they were granted to the Monroe County Water Authority; and be it further

RESOLVED, that a copy of this resolution be provided to the Authority.

Ayes: 5
Nays: 0
Abstain: 0

Quorum Present: Yes No

Dated: July 2, 2025

Alice Calmes, Town Clerk
Town of Darien

[SEAL]

TOWN BOARD MEETING

JULY 2, 2025

RESOLUTION #84

NYS S&I SUPP. AGREEMENT 2

Supervisor Ferry offered a resolution to authorize the Town Highway Superintendent to sign the NYS Snow and Ice Supplemental Agreement No. 2 Contract No. D014839 with New York State; second by Councilman Grant.

AYES 5 Ferry, Grant, Krzemien, Benten, and Fix

NAYS 0

RESOLUTION #85

COMP PLAN

Supervisor Ferry offered a resolution to task the Darien Town Planning Board to review and update the Darien Comp Plan for acceptance by the Town Board; second by Councilman Fix.

AYES 5 Ferry, Fix, Benten, Krzemien, and Grant

NAYS 0

RESOLUTION #86

EXPEND MONEY

Supervisor Ferry offered a resolution to expend money to assist in Comp Plan review as per the 2025 Budget; second by Councilman Fix.

AYES 5 Ferry, Fix, Benten, Krzemien, and Grant

NAYS 0

RESOLUTION # 87

CLEANING

Supervisor Ferry offered a resolution to sign an agreement on an extension agreement with Warren’s Cleaners for 2025-2026 season and include having the windows washed in accordance with the July 1, 2025 quote; second by Councilman Benten.

AYES 5 Ferry, Benten, Fix, Grant, and Krzemien

NAYS 0

Notifications

The 2026 Budget process will be starting; all information will be requested by mid-August.

Sewer force main update: the contractor is approximately 5% completed, starting in Corfu and working south.

Health insurance increased 18.33% for next year.

HIGHWAY – everything is in good working order. First mowing is done, starting on the 2nd mowing. Sealed Harlow and Sharrick with oil & stone/ Working with other towns and the county. Trimmed around signs. The State Snow & Ice contract is about \$53,000 more due to the winter, waiting on the last 1/3. S&I is supposed to be updating the equipment part of the contract. CHIPs came through about \$16,000 more.

BUILDING INSPECTOR – have quite a few projects going on in town.

ENGINEER – sewer project work

TOWN CLERK – Clerk’s office will be closed July 3rd – July 5th. Happy 4th of July.

TREATMENT PLANT – numbers are good, took ride to see what’s going on with the sewer project; they are moving along good. They will have to go back for a few clean up jobs but have mostly been keeping up with the clean up as they go.

Councilman Krzemien asked about a property on Ganson if it was on Darien’s side; the house is abandoned, and kids have been partying there. It looks pretty bad.

RESOLUTION #88

SUPERVISOR CASH REPORT

Councilman Fix offered a resolution to accept the Supervisor’s Cash report for the month of May 2025; second by Councilman Krzemien.

AYES 5 Fix, Krzemien, Grant, Benten and Ferry

NAYS 0

TOWN BOARD MEETING

JULY 2, 2025

RESOLUTION #89

ABSTRACT

Councilman Fix offered a resolution to pay the bills in accordance with the abstract; second by Councilman Grant. Special Zoning 1 for \$100.00; General Fund 143 – 172 for \$29,918.02; Highway Fund 71 – 82 for \$189,602.90; Sewer 40 – 46 for \$2,796.33; Capital Checking – Sewer 22 – 26 for \$59,397.63; and CDBG 1 for \$168,460.40.

AYES 5 Fix, Grant, Krzemien, Benten, and Ferry

NAYS 0

RESOLUTION #90

ADJOURN

At 8:53 pm, Supervisor Ferry offered a resolution to adjourn; second by Councilman Benten.

AYES 5 Ferry, Benten, Fix, Grant, and Krzemien

NAYS 0

Alice E. Calmes, Town Clerk

EXHIBIT A

AMENDED AGREEMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT made this _____ day of _____, 20___, by and among the VILLAGE OF CORFU, a municipal corporation having its principal office at 116 East Main Street, Corfu, New York 14036, by and through its Board of Trustees (hereinafter “Village”); and the TOWN OF DARIEN, a municipal corporation having its principal office at 10569 Alleghany Road, Darien Center, New York 14040, by and through its Town Board (hereinafter “Town”);

WITNESSETH:

WHEREAS, the Village owns, operates, and maintains one sanitary sewer system and operates and maintains one sanitary sewer system with adequate excess capacity to provide service to the Town; and

WHEREAS, the Town has created a Sewer District, to be known as Darien Sewer District No. 1, which will include the construction of adequate facilities to connect; and

WHEREAS, the Village and Town desire to connect for the provision of sewer service by the Village to the Town, upon certain terms and conditions;

NOW THEREFORE, in consideration of the reciprocal covenants herein contained, it is hereby mutually promised and agreed as follows:

1.) Definitions:

A. “Village Sewer System” means the sanitary sewer system and related infrastructure operated and maintained by the Village, plus any improvements or additions to the system during the term of this Agreement.

B. “Village Sewer Treatment System” means the wastewater treatment plants located at Fieldcrest Drive in the Village of Corfu, operating under State Pollutant Discharge Elimination (SPDES) permit number NY0272086.

C. “Town Sewer District” means the Town of Darien Sewer District defined as Darien Sewer District No. 1 and shown on **Schedule A** of this document. Prior to any modification or expansion of the Town Sewer District, the Town shall consult with the Village. Any modification or expansion of the Town Sewer District is subject to written approval of the Village, and the Town shall be required to supply the Village with any and all studies, documents, reports, and other due diligence items that the Village may request with regard to said proposed expansion. This Agreement shall not apply to any other sewer district that the Town may establish in the future. The preceding sentence shall in no way prevent the Town and Village from entering into such other and further agreements as the Town and Village deem necessary.

D. “Town Sewer System” means the Town Sewer District and any and all pump station facilities, equalization basins, force mains and appurtenances, and connections to the Village Sewer System.

E. “Town Users” means properties in the Town of Darien using the Village Sewer System and any future Sewer Districts created by the Town, with said future sewer districts being subject to Village approval.

- F. “Sewage Treatment Costs” means the operational costs and any future capital costs associated with the operation, maintenance, repair, replacement, and expansion of the Village Sewer Treatment System excepting costs of the Village collection system. These costs shall be equally distributed to all users including the Village of Corfu, Town of Pembroke, Town of Darien, and any other users existing or in the future.
- 2.) Pursuant to Article 5-G of the General Municipal Law the parties agree to enter into this Agreement for mutual cooperation in the construction of their respective sanitary sewer projects so that both municipalities shall derive the aforementioned benefits of said collective efforts.
 - 3.) In furtherance of these goals the parties shall at all times wherever possible make their best efforts to collaborate to take advantage of their shared services and labor, to create said economies of scale.
 - 4.) The Town shall construct the equalization (EQ) tank and connection piping between the EQ tank and the Village Sewer Treatment System. Thereafter, the Town shall own the tank and connection piping until the debt service on these items is retired; at which time the EQ tank and connection piping shall be dedicated to the Village as part of the Village Sewer Treatment System (See attached CPL Plans as **Schedule B**).
 - 5.) Upon completion of the Town Sewer District infrastructure (sanitary force main, equalization tank, and connection to the Village Wastewater Treatment Plant), the Village will operate, inspect and maintain the Town Sewer System for the duration of this Agreement, including renewals. The Town shall be responsible for all costs of operation and maintenance, including electric costs, for the Town Sewer System.
 - 6.) The Village may directly bill Town users located within the Town Sewer District for Sewage Treatment Costs. In the event the Town Sewer System is in need of repairs or replacements, said costs shall be borne solely by Town users located within the Town Sewer District. The Village shall on a quarterly basis bill the Town Sewer District property owners for the total sewer charges due, under the same terms and conditions as Village Sewer residential and commercial customers. The billing shall be based off of the sewer usage, which is determined by the usage of water within the Town Sewer District.
 - 7.) The Village shall bill a Sewer Rate equal to the rate charged to Village Sewer customers. Sewer rates shall be evaluated by the Village quarterly to determine rate increases or decreases. In the event any Town Sewer Users are delinquent in their sewer bills annually the Town shall reimburse the Village for the delinquent amount and pursue collection via re-levy from those Users.
 - 8.) Based on the existing collection system, the Town hereby grants the Village any access to Town property or easements necessary to confirm compliance with Village Sewer Use Laws and regulations.
 - 9.) The Village hereby indemnifies and agrees to defend and hold harmless the Town and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the Village’s operation of the Village Sanitary Sewer System.
 - 10.) The Town hereby indemnifies and agrees to defend and hold harmless the Village and its agents, officers, and employees, from any and all claims for property damage and personal injury to third persons arising out of or as a consequence of the construction and operation of the Town Sewer System.
 - 11.) All capital expenses incurred in planning and constructing the necessary infrastructure to connect the Town to the Village Sewer System, including but not limited to pipes, pumping stations, manholes, rights-of-way, engineering, and legal costs shall be borne solely by the Town.

12.) The term of this Agreement shall be thirty-eight (38) years from the date of execution by all parties. The Agreement shall automatically renew for a five (5) year term upon the expiration of the initial term or each renewal, unless one party, at least one year prior to the expiration hereof, notifies the other party of intent not to renew, and the New York State Department of Conservation or other appropriate agency, approves the disconnection of the sewer service.

13.) Prior to any modification or expansion of the Town Sewer District, the Town shall consult with the Village. Any modification or expansion of the Town Sewer District is subject to written approval of the Village, and the Town shall be required to supply the Village with any and all studies, documents, reports, and other due diligence items that the Village may request with regard to said proposed expansion. This Agreement shall not apply to any other sewer district that the Town may establish in the future. The preceding sentence shall in no way prevent the Town and Village from entering into such other and further agreements as the Town and Village deem necessary.

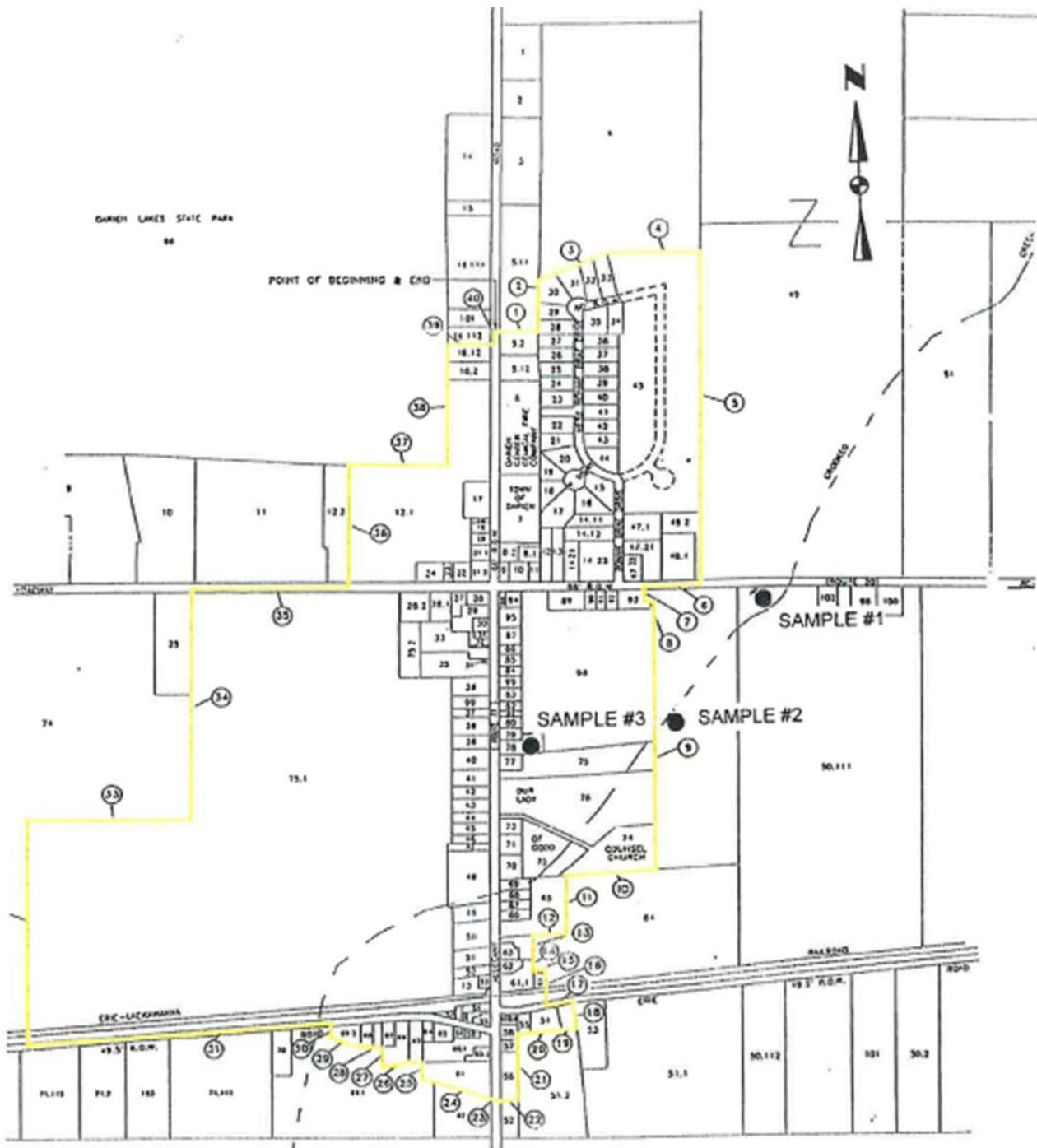
14.) The Village may expend resources on studies to evaluate future expansion of the Town Sewer District and/or other sewer districts formed by the Town, but the costs of such studies shall be reimbursed in whole by the Town. Nothing in this Agreement shall require the Village to approve additional districts or extensions.

15.) The Village’s provision of sanitary sewer services shall be in accordance with the mandates of New York State Law.

16.) This Agreement is executed on behalf of the Village of Corfu by its Mayor, pursuant to a resolution of the Board of Trustees of said Village in all respects authorizing the same, duly adopted on the ___ day of _____, 20___; and on behalf of the Town of Darien, by its Supervisor, pursuant to a resolution of the Town Board of said Town in all respects authorizing the same, duly adopted on the _____ day of _____, 20___.

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the parties hereto as of the _____ day of _____, 20___.

Schedule A



Town of Darien
Sanitary Sewer District No. 1
Approx. Scale 1" = 940'

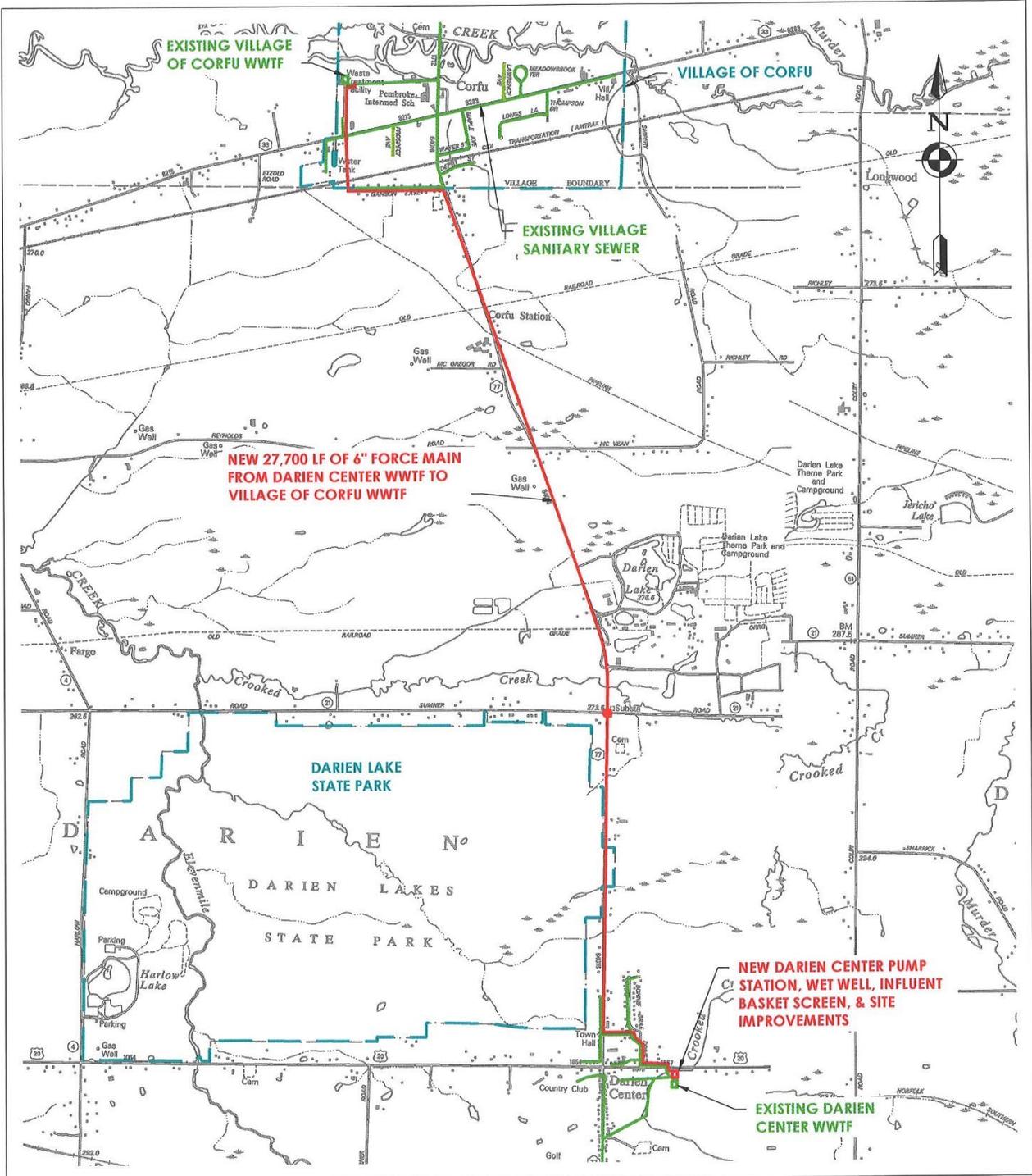
Beginning at a point, said point being the center line of NYS Route 77 (Allegany Road), approximately 1820 feet north of the centerline of US Route 20 (Broadway Road); thence

- (1) East approximately 306.40 feet along the northern property line of Tax Account 11-1-5.2 to a point, said point being the northeast corner of Tax Account 11-1- 5.2; thence
- (2) Northerly approximately 360 feet along the west property lines of Tax Accounts 11-1-28, 11- 1-29 and 11- 1-30 to a point, said point being the northwest corner of Tax Account 11-1-30; thence
- (3) Northeast 479.40 feet along the northern property lines of Tax Accounts 11-1-30, 11-1-31, 11-1-32 and 11- 1-33 to a point, said point being the northeast corner of Tax Account 11-1-33; thence
- (4) East for approximately 620 feet to a point, said point being on the west property line of Tax Account 11-1-49, approximately 200 feet south of the northwest corner of Tax Account 11-1-49; thence
- (5) Southerly for approximately 2,400 feet along the west property line of Tax Account 11-1-49 to a point, said point being the centerline of US Route 20; thence
- (6) Westerly approximately 380 feet along the centerline of US Route 20 to a point, said point being approximately 1020 feet east of the centerline of Allegany Road (NYS Route 77); thence
- (7) Southerly 115.5 feet more or less along the east property line of Tax Account 11-1-93 to a point, said point being a property corner of Tax Account 11-1-93, thence
- (8) Easterly 65 feet more or less along a north property line of Tax Account 11-1-93 to a point, said point being a property corner of Tax Account 11-1-93; thence
- (9) South 1940 feet, more or less, along the west property line of Tax Account 11-1-97 to a point, said point being the southwest property corner of Tax Account 11-1-97; thence
- (10) West 590 feet, more or less, along the northern property line of Tax Account 11-1-64 to a point, said point being the northwest property corner of Tax Account 11-1-64; thence
- (11) South 402 feet along the east property line of Tax Account 11-1-65 to a point, said point being the south- east property corner of Tax Account 11-1-65; thence
- (12) West 230 feet, more or less, along the southern property line of Tax Account 11-1-65 to a point, said point being on the property line of Tax Account 11-1-65 and 270 feet, more or less, east of the centerline of NYS Route 77; thence
- (13) South 185 feet, more or less, to a point, said point being the northeast property corner of Tax Account 11-1-61.1; thence
- (14) South 70 feet, more or less, along the eastern property line of Tax Account 11-1-61.1 to a point, said point being the northwest property corner of Tax Account 11-1-61.2; thence
- (15) East 91.5 feet, more or less, along the northern property line of Tax Account 11-1-61.2; thence
- (16) South approximately 260 feet, along the eastern property line of Tax Account 11-1-61.2 to a point, said point being the centerline of Erie Street, and 380 feet, more or less, east of the centerline of NYS Route 77; thence

- (17) Easterly 200 feet, more or less, along the center- line of Erie Street, to a point, said point being approximately 580 feet east of the centerline of NYS Route 77; thence
- (18) Southerly approximately 200 feet along the eastern property line of Tax Account 11-1-51.2 to a point, said point being on the east property line of Tax Account 11-1-51.2; thence
- (19) West approximately 100 feet to a point, said point being the southeast property corner of Tax Account 11- 1-54; thence
- (20) West approximately 300 feet along the southern property lines of Tax Accounts 11-1-54 and 11-1-55 to a point, said point being the southwest property corner of Tax Account 11-1-55; thence
- (21) South 470 feet, more or less, along the east property lines of Tax Accounts 11-1-58, 11-1-57 and 11-1-56 to a point, said point being the southeast property corner of Tax Account 11-1-56; thence
- (22) West 170 feet, more or less, along the southern property line of Tax Account 11-1-56 to a point, said point being the centerline of NYS Route 77; thence
- (23) West 33 feet, more or less, to the southeast property corner of Tax Account 10-1-61, thence
- (24) Northwesterly 497.5 feet along the southern property line of Tax Account 10-1-61 to a point, said point being the southwest property corner of Tax Account 10- 1-61; thence
- (25) Northerly 133 feet along the west property line of Tax Account 10-1-61 to a point, said point being the northwest property corner of Tax Account 10-1-61; thence
- (26) Westerly 264 feet along the southern property lines of Tax accounts 10-1-65 and 10-1-66 to a point, said point being the southwest property corner of Tax Account 10-1-66; thence
- (27) North 165 feet along the western property line of Tax Account 10-1-66 to a point, said point being the southwest property corner of Tax Account 10-1-67; thence
- (28) Westerly 64 feet, more or less, to a point, said point being the southeast property corner of Tax Account 10-1-68; thence
- (29) Westerly 302.75 feet along the southern property lines of Tax Accounts 10-1-68 and 10-1-69.2 to a point, said point being the southwest property corner of Tax Account 10-1-69.2; thence
- (30) North 99.75 feet, more or less, along the western property line of Tax Account 10-1-69.2 to a point, said point being the centerline of Herkimer Road; thence
- (31) West 2,070 feet, more or less, along the centerline of Herkimer Road to a point, said point being approximately 3,200 feet west of NYS Route 77; thence
- (32) North 1,620 feet, more or less, along the west property line of Tax Account 10-1-75.1 to a point, said point being the western most northwest property corner of Tax Account 10-1-75.1; thence
- (33) Easterly 1,100 feet, more or less, along the western most northern property line of Tax Account 10-1-75.1 to a point, said point being the eastern most southeast property corner of Tax Account 10-1-74; thence

- (34) North 1,660 feet, more or less, along the eastern property lines of Tax Accounts 10-1-74 and 10-1-25 to a point, said point being the centerline of US Route 20 approximately 2050 feet west of the centerline of NYS Route 77; thence
- (35) East approximately 1,080 feet along the centerline of US Route 20 to a point, said point being on the centerline of US Route 20 approximately 970 feet west of NYS Route 77; thence
- (36) Northerly 883 feet along the eastern property line of Tax Account 10-1-12.2 to a point, said point being the northeast property corner of Tax account 10-1-12.2; thence
- (37) East approximately 660 feet along the western most northern property line of Tax Account 10-1-12.1 to a point, said point being the southeast property corner of the Darien Lakes State Park (10-1-96); thence
- (38) Northerly 850 feet, more or less, along the western property lines of Tax Accounts 10-1-12.1, 10-1-16.2 and 10-1-16.12 to a point, said point being the northwest property corner of Tax account 10-1-16.12; thence
- (39) Easterly 333 feet along the northern property line of Tax Account 10-1-16.12 to a point, said point being the centerline of NYS Route 77 approximately 1760 feet north of the centerline of US Route 20; thence
- (40) North 60 feet more or less, along the centerline of NYS Route 77 to a point, said point being the point of beginning, and it is further

Schedule B



Date last accessed: 10/3/2024 1:38 PM
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 Date last plotted: 10/3/2024 1:41 PM
 Plotted By: David Hardenbrook

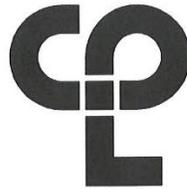
Project Number	Drawn By	Checked By	Scale	Issued
R22.16720.00	DKH	JAF	1" = 3000'	07/01/2024

Client Name
TOWN OF DARIE

Project Name
SANITARY SEWER IMPROVEMENTS

Drawing Title
PROJECT LOCATION MAP

Drawing Number
FIG 1



CPL | Architecture Engineering Planning
 255 Woodcliff Drive - Suite 200
 Fairport, NY 14450
 CPLteam.com