

TOWN OF OAKFIELD
REGULAR TOWN BOARD MEETING
DECEMBER 13, 2016

ROLL

CALL: Supervisor Glor
Deputy Supervisor Veazey
Councilman Kabel
Councilman Martin
Councilman Wolcott

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
Code/Zoning Officer Mikolajczyk
Laurie Nanni, Oakfield Historical Society
Jane Chaddock, Genesee Sno Packers
James Elmore, Genesee Sno Packers
Dennis Moscicki, Genesee Sno Packers
Denise Moscicki, Genesee Sno Packers
Kevin Fisher, Genesee Sno Packers
Robert Ostrander, resident

Supervisor Glor called the meeting to order at 7:00 pm; followed by the Pledge to the flag.

Minutes of the November 7, 2017 Regular Meeting, PH Tax Cap Override, PH 2017 Fire Budget, PH 2017 Town Budget, PH Presentation Comprehensive Plan: MOTION Deputy Supervisor Veazey, second Councilman Martin to approve all minutes as written.

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

LAURIE NANNI, OAKFIELD HISTORICAL SOCIETY

The Museum closed December 3rd.

The Art Show in conjunction with the school brought in 180 people.

New book is out; but printer behind schedule. 160 sold presale.

The Historical Society is brainstorming display ideas for the 175th Anniversary of the Town.

Pioneer Family, telegraph, telephone, train station etc.

The next book will be comprised of several small stories.

GENESEE SNOW PACKERS

Jane Chaddock, Secretary addressed the Board regarding a Pancake Breakfast January 8, 2017.

Participants will snowmobile or drive in.

Working with land owners on trails.

No snowmobiles will be on blacktop.

One day deal and dependent on the landowners.

Would like to use the kitchen, bathroom off the bay and bays for tables and chairs.
They will bring griddles, to use outside of the building.
Snow Packers will bring a pop up.

MOTION Deputy Supervisor Veazey, second Councilman Martin to approve the use of the facility for the Sno Packers on January 8, 2017. All clean-up is their responsibility.

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

CODE/ZONING OFFICER

Mr. Mikolajczyk's report is available for review in the Town Clerk's office.

SPECIAL USE PERMIT

On November 28th Mr. Mikolajczyk was in court; then the Building Permit was worked out. Planning Board met 12/12/2016 on a Special Use Permit for only chickens. The Planning Board denied the request. Town Board now needs to set a Public Hearing and notify neighbors within 250 feet of the residence.

SUPERINTENDENT OF HIGHWAYS

Road Work Update

- a) Bridges on Maple Road and Hutton will be replaced next year, 2017 by County Highway.
- b) Mowing brush when weather permits.
- c) Working with other towns thru shared services.
- d) All snow fence is up for winter.

Building & Grounds

- a) Everything is in shape.

Cemeteries

- a) Been active with burials and selling graves.
- b) Getting estimates for a cremation mausoleum.
- c) Have been picked up for winter.
- d) Driveways laid out with markers for winter.

Parks

- a) We are looking at some up-grades to park with our Engineers so we can apply for grants as they become available. Will talk to Little League and Betterment Committee for financial assistance and Job Corp for possibly doing the work. We may want to consider doing this work and possibly banning it. The drawings are revised now. The cost est. is in Jeremy's e-mail.
- b) We need to discuss next steps in the park up-grades.
- c) Bathrooms cleaning how to handle now and in the future.
- d) Water shut off is completed.

Equipment Update

- a) All three 10 wheel dump trucks inspected and ready for winter.
- b) New 304 exc. Here
- c) New 906 loader Here
- d) Possible purchase of new bull dozer and trailer. If we wait price and delivery will go up. This is for your info not to influence your decision.

Publics Works Update

- a) WD 7 construction with SERGI is under way.
- b) WD 9 is complete by our Engineers this is MaCumber Road south of Town-line and Town-line in the town of Alabama. Funding meeting complete and final submittals are complete. Waiting for notice of funding. Town attorney completing O & M and water supply agreements.
- c) WD 10 preliminary package has been submitted to RD for funding. Final proposal needs to be approved tonight. Have sent to Engineers for emergency submittal. So far one well went dry and another is turning black. Health dept. well testing complete with 17% failure. Town attorney completing controllers' pkg. and other agreements.
- d) WD 11 Judge Road, MaCumber Road, and Maltby Road which will be with the STAMP Project. This is being worked on by Clark Patterson to be submitted to the Town of Oakfield.
- e) WD 12 which would be Lewiston Road and maybe include North end of MaCumber Road, Lewiston Road, and Lockport Road in the Town of Alabama or may be a separate project.
- f) Looking at a proposal to finish Lewiston Road and Bliss Road by town forces. Possible with Alabama's WD.
- g) Clark Patterson has started laying out sewer districts for future expansion and current needs in the town, also creating a sewer district where there is already sewer in the town. Village will be at all future meetings on sewer, Eric Carlson will be DPW contact person and Dave Boyle is the Village Board contact.
- h) Working on a Genesee County North West Water/Sewer Consortium. Made up of all The towns and villages in the North West corner of Genesee County. This will handle all the O and M of all the water and sewer in that area.
- i) New Designated Water Operator of the town's water system is working out great. All the town system has been serviced.
- j) Village Mayor asked for Town to work on a joint services sewer project on Church Street. I said yes with approval from both boards. He asked if Clark Patterson would design and I have them working on a quote to do this.

Superintendent Dennis explained to the Town Board in better detail item "J" Sewer District. Clark Patterson Lee is looking into this, it is a necessary fix for the area. Town & Village forces will put the

district in through Shared Services. **MOTION** Councilman Kabel, second Councilman Wolcott to have CPL look into the engineering and design of the district.

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

Library

- a) We are working on the window replacement for Library. Library has been awarded the grant. Working with our engineers on a bid and they said should wait till warmer temperatures.
- b) Lights repaired.

Miscellaneous

- a) Need to set up meeting on possible housing development plan areas for Town of Oakfield, a developer has already been here for info on locations for housing tracts.
- b) Land fill will open for the whole year weather permitting access.
- c) We need to look at all our codes and STDs. And be prepared for the future that looks very promising. Stamp is alive and moving forward at a good pace and we need to be prepared.
- d) Need to revise and up-date our zoning codes. Meeting is set to start.
- e) Working with a solar company on a solar field installation.

TOWN CLERK

ABSTRACT 12-2016—MOTION Deputy Supervisor Veazey, second Councilman Martin approve the following:

General Fund	418-456	\$ 22,994.72
Highway DA	117-140	\$125,624.58
Highway DB	72-74	\$ 1,067.97
PartTown B	45-50	\$ 2,374.77
Special Districts	58-62	\$ 15,605.53
	TOTAL:	\$167,667.57

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 55-2016—APPLICATION TO STATE COMPTROLLER WATER DISTRICT NO. 10

Deputy Supervisor Veazey offered the following:

RESOLUTION OF FINDINGS FOR APPLICATION TO STATE COMPTROLLER FOR WATER DISTRICT NO. 10

WHEREAS, the Town Board of the Town of Oakfield, adopted a Resolution on February 9, 2016, establishing a Water District on portions of Drake Street and Fisher Road in the Town of Oakfield, and

WHEREAS, this Resolution was subject to approval of the Office of the State Comptroller, Department of Audit and Control, and

WHEREAS, said Resolution authorized the Town Supervisor, assisted by the Town Attorney and Town Bond Counsel, to prepare the necessary application to the State Comptroller.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Oakfield as follows:

1. That the amended application was prepared at the direction of the Oakfield Town Board.
2. The Town Board has reviewed this application and believe the contents of the application are accurate.
3. The Town Board has determined that Water District No. 10, for which permission is sought, is in the public interest and will not constitute an undue burden on the properties which will bear the cost thereof.
4. The cost of the proposed improvements is to be assessed in whole or in part against the benefited area, and the Town Board has determined that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded.

Dated: December 13, 2016

Second: Councilman Wolcott

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

APPROVED UNANIMOUS VOTE (5-0)

SPECIAL DISTRICT: Application to State Comptroller

In the Matter

of

The Creation of Town of Oakfield Water District No. 10 in the
Town of Oakfield, Genesee County, New York

To the Comptroller of the State of New York

Division of Legal Services

110 State Street - 14th Floor

Albany, New York 12236

Sirs/Madams:

The petition of the Town Board of the Town of Oakfield, Genesee County, New York, for permission to create a water district to be known and designated as the "Town of Oakfield Water District No. 10" in said Town, hereinafter "District." Pursuant to Article 12 of the Town Law of the State of New York, NYCRR, title 2, Part 85 respectfully shows:

85.3(b)(1) a. This application is made pursuant to the resolution of the Town Board of the Town of Oakfield (the "Board"), adopted at a meeting thereof held in said Town on February 9, 2016, a certified copy of which is hereto annexed as **Exhibit A** and made part hereof, wherein your petitioner was duly authorized and directed to make this application for permission to create said District in compliance with the statutes in such cases made and provided.

b. The Board believes the contents of this application to be accurate.

c. The Board has determined in the attached resolution adopted at a regular meeting thereof held in said Town on December 13, 2016, a certified copy of which is hereto annexed as **Exhibit B** and made a part hereof, that:

1.) The District for which the permission is sought is in the public interest and will not constitute an undue burden on the property which will bear the cost thereof.

2.) The cost of the proposed improvements is to be assessed in whole or in part against the benefited area, that all real property to be so assessed will be benefited by the proposed improvements, and that no benefited property has been excluded.

85.3(b)(2) The legal opinion in accordance with Section 85.5 is attached hereto as **Exhibit C**.

85.4(a) The documents and information required by the provisions of the Town Law pursuant to which this application is being made are as follows:

Exhibit

- D.** Map, Plan and Report, dated October 2015.
- E.** Petition of the owners of real property in the area of the proposed extension, which was filed on December 16, 2015. (Note that a copy of the Map, Plan and Report was annexed to the original Petition but is not reproduced here since it is **Exhibit D**.)
- F.** Statement of the Assessor, dated February 3, 2016, regarding the percentage of owners of real property in the proposed district signing the petition and the percentage of resident owners of real property in the proposed district signing the petition.
- G.** Order of the Town Board Calling a Public Hearing of the residents and landowners in the proposed district dated January 12, 2016.

- H. Affidavit of Publication from the Batavia Daily News verifying the publication of the Order Calling a Public Hearing in that official newspaper of the Town of Oakfield, on the 4th day of February, 2016.
- I. Affidavit of Posting of the said "Order for Public Hearing on Establishment of the Town of Oakfield Water District No. 10 for a Portion of the Town of Oakfield". (Note that a copy of the Order was annexed to the original Affidavit but is not reproduced here since it is **Exhibit G.**)
- J. Minutes of the Public Hearing held on the 9th day of February, 2016, pursuant to said Order.
- K. Resolution of the Town Board following the Public Hearing on the 9th day of February, 2016, for the establishment of Town of Oakfield Water District No. 10. (See **Exhibit A.**)
- L. Resolution, dated February 9, 2016, of the Town Board declaring itself as Lead Agency to conduct proceedings pursuant to the State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law), for the formation of the District.
- M. Resolution, dated February 9, 2016, finding no significant environmental impact and issuing a Negative Declaration; with a copy of the Short Environmental Assessment Form with Determination of Significance.
- N. Resolution Authorizing Supervisor with assistance of Town Attorney and Bond Council to prepare this application, dated February 9, 2016. (See **Exhibit A.**)
- O. Resolution of Town Board pursuant to NYCRR Part 85 Section 85.3(b)(1) dated December 13, 2016. (See **Exhibit B.**)

85.4(b) The proposed improvements consists of the installation of approximately 10,500 linear feet of twelve (12) inch water main along portions of Drake Street and Fisher Road.

85.4(c) The total estimated maximum cost is Nine Hundred Thirty-Four Thousand Dollars (\$934,000.00).

85.4(d) The Town Board, as the governing board of the applicant, considered the following factors in making its determination that the proposed improvements are in the public interest:

1) That the signatures of owners of taxable real property located in the District owning in aggregate greater than 50% of the assessed valuation of all of the taxable real property of the proposed Water District and also the signatures of resident owners who own taxable real property aggregating greater than 50% of the assessed valuation of all of the taxable real property of the proposed Water District owned by residents, appear on the Petition. (See **Exhibit E.**)

2) That the provision of public water into the proposed District would in likelihood maintain, if not improve, the value of the real property owned by the residents.

3) All non-exempt vacant parcels will be assessed a portion of the debt service for the proposed District in proportion to the benefit received; with the only exception being vacant land located within a State and County certified Agricultural District.

85.4(e) The proposed manner of financing the cost of the improvements is as follows: Financing through the USDA Rural Development at an interest rate of 2.875% for a 38 year term in an amount not to exceed \$234,000.00, offset by any funds received from the United States of America, and/or the State of New York, and/or the County of Genesee, and/or local grants; including, but not limited to, a USDA Rural Development Agency grant, of approximately \$700,000.00.

85.4(f) The cost of operation and maintenance is included in the cost of water. The cost of water to Town customers includes the bulk purchase cost of water by the Town through its agreement with the Village of Oakfield. The 2016 cost is \$4.48 per 1,000 gallons, plus a quarterly flat fee of \$40.00. A copy of the "Village and Town Water Supply Agreement" is annexed hereto as **Exhibit P**. A copy of the "Water Supply Agreement County of Genesee and Village/Town of Oakfield" is annexed hereto as **Exhibit Q**. A copy of the current Water Rate Schedule of the Village, applicable to Water District No. 10 is annexed hereto as **Exhibit R**.

85.4(g) The cost of debt service will be raised annually and billed to the property owners in January of each year as an item of their Town tax. The debt service charge will be determined by dividing the number of benefited units by the debt service amount. The unit benefit basis is provided as Appendix D to the Map, Plan and Report, (see **Exhibit D**). There will be no user charges imposed by the Town.

85.4(h) The aggregated assessed valuation of all taxable real property in the proposed Water District is \$3,034,800.00.

85.4(i) This is not an application under section 54 or 209-q of the Town Law or to increase the maximum amount to be expended.

85.4(j) This is not an application pursuant to the County Law.

85.4(k) The average full valuation of the taxable real property in the Town of Oakfield computed pursuant to subdivision 7-a of section 2.00 of the Local Finance Law is \$93,800.00.

85.4(l) The outstanding indebtedness as of the date hereof of the Town of Oakfield is \$8,723,200.37, as per the Schedule of Indebtedness. (See **Exhibit S**). The Town has no authorized, but unissued debt.

85.4(m)1) All appropriations made during the current fiscal year for repayment of debt principal is \$1,807,047.60. (See **Exhibit S**).

2) There is no State or Federal aid available for the payment of debt principal on any debt.

3) The amount of debt excludable for computing the Town's debt limit under Article VIII of the New York State Constitution is \$6,263,200.37.

85.4(n) Not applicable.

85.4(o) The current tax rates and assessments application to the taxable real property which will bear the cost of the proposed improvement per \$1,000 assessment are as follows:

County	5.74
Town, including highway	4.18
School, including library	23.20
Fire	0
Medicaid	4.11

85.4(p) The assessed value of a typical residential property in the Town of Oakfield is \$93,800.00 and in the proposed District is \$93,800.00.

85.4(q) The owner of a typical one- or two-story family residence will be required to pay annually for:

Debt Service	\$681
Water service, including	
Operation & maintenance	<u>\$429</u>
Total	\$1,110

The debt service amount was calculated by dividing the first annual debt service of \$10,203.00 by the 15 units to be served. The annual cost of water including operation and maintenance was calculated using the retail rate of \$4.48 per 1,000 gallons used from the Village of Oakfield, multiplied by the assumed 60,000 gallons of water per year consumed.

85.4(r) The maximum amount any property owner would pay is \$1,110.00 per year. There are no parcels that will be assessed more than 1 unit.

85.4(s) No state lands are included in the area which will bear the cost of the improvements.

85.4(t) Some of the area is included in an existing State and county certified agricultural district. Vacant land in an agricultural district will not be assessed any costs.

85.4(u) There are 14 one- or two-family homes located in the area and the assessed value of a typical one of these homes is \$93,800.00. The estimated total population of the district is 38. There are two nonresidential parcels in the proposed District, with a total assessed value of \$28,300.00.

85.4(v) The water main will pass vacant land included in the District. There are no proposals of which the Board has any knowledge to develop such land.

85.4(w) There is no contemplation that any water will be sold to out of District users.

85.4(x) There is no order of any court or agency, State or Federal relating to the proposed District and no pending or threatened judicial or administrative proceedings which relate to the improvements.

85.4(y) The Board has advised the owners of the real property in the district of the proposed cost, including the first year cost of the improvements to be born by each owner, by mailing a copy of the Public Notice for the Public Hearing, which included all of these figures; and providing further information at the informational meetings and the Public Hearing held by the Town Board. A copy of the Affidavit of Mailing of the aforesaid Public Notice with Exhibits 1 and 2 annexed thereto, are attached as **Exhibit T**.

85.4(z) No written objection expressing opposition to the undertaking of the improvements has been received by the Town from any of the owners of real property that will bear the burden of the costs of the proposed improvement

The Town Board has conducted one informational meeting and one public hearing to apprise the owners of the properties which will bear the cost of the proposed improvements of that cost, including the estimated first-year cost.

WHEREFORE, the Town Board of the Town of Oakfield, County of Genesee, New York, through its Supervisor respectfully prays and requests permission to create said "Town of Oakfield Water District No. 10" of the Town of Oakfield, Genesee County, New York.

TOWN OF OAKFIELD

By: _____

Carol Glor, Supervisor

VERIFICATION

State of New York)

County of Genesee) ss:

Carol Glor, being duly sworn deposes and says that he is the Supervisor of the Town of Oakfield, that he has read the foregoing Application to State Comptroller and knows the content thereof; that the same is true to his own knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Carol Glor

Sworn to be this _____

day of _____, 2016

Notary Public

RESOLUTION NO. 56-2016—RESOLUTION TO ESTABLISH A COMMEMORATIVE FUND

Deputy Supervisor Veazey offered the following:

RESOLUTION TO ESTABLISH A COMMEMORATIVE FUND

WHEREAS, the Town Board intends to establish a fund and appropriate certain monies into this fund for the purpose of commemorating the Town's 175th Anniversary.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Oakfield, New York, that pursuant to Section 64(14)(a) of the New York State Town Law, a fund is hereby established for

any purposes and activities related to the celebration and commemoration of the 175th Anniversary of the founding of the Town of Oakfield, and

BE IT FURTHER RESOLVED that the sum of \$1,000.00 from the 2016 budget of the Town and the further sum of \$1,000.00 from the 2017 budget of the Town, are hereby appropriated and shall be transferred into this commemorative fund.

Dated: December 13, 2016

Second: Councilman Kabel

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 57—WATER DISTRICT NO. 9 AGREEMENT WITH ALABAMA & BATAVIA

Councilman Wolcott offered the following:

**RESOLUTION AUTHORIZING THE SUPERVISOR OF OAKFIELD
ACTING FOR AND ON BEHALF OF OAKFIELD'S WATER DISTRICT NO. 9
TO ENTER INTO AN AGREEMENT WITH ALABAMA AND BATAVIA**

WHEREAS, the Towns of Oakfield and Alabama have proposed a joint project to establish water utilities in both Towns, and

WHEREAS, in furtherance of this project, the Town of Oakfield has established Water District No. 9 and the Town of Alabama has established Water District No. 3, and

WHEREAS, it is intended that the Town of Oakfield shall be solely responsible for the construction of water mains within both Towns and shall be solely responsible for obtaining financing and making the payments to service this debt, and

WHEREAS, both Towns shall be responsible to collect from the users within the respective Water Districts in its Towns the sums necessary to repay the debt obligation, and

WHEREAS, the Town of Alabama will annually remit to the Town of Oakfield its proportionate share of debt service monies due and owing, and

WHEREAS, both Towns have determined that currently it would be in the best interest of the residents of their respective Water Districts to enter into an Intermunicipal Agreement with the Town of Batavia in order to arrange for Batavia to operate and maintain the joint water facilities.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Oakfield, New York, that a proposed "Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Town of Oakfield Water District No. 9 and Town of Alabama Water District No. 3 Project", by and among the Town of Oakfield on behalf of Water District No. 9, the Town of Alabama on behalf of Water District No. 3, and the Town of Batavia, a copy of which is to be made a part of the Town Board Minutes, is hereby approved, and

BE IT FURTHER RESOLVED that the Oakfield Town Supervisor is hereby authorized and directed to execute this Intermunicipal Agreement on behalf of the Town of Oakfield acting on behalf of Water District No. 9.

DATE: December 13, 2016

Second: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

APPROVED UNANIMOUS VOTE (5-0)

**INTERMUNICIPAL AGREEMENT FOR OPERATION AND MAINTENANCE
OF WATER FACILITIES
FOR THE
TOWN OF OAKFIELD WATER DISTRICT NO. 9
AND
TOWN OF ALABAMA WATER DISTRICT NO. 3 PROJECT**

THIS AGREEMENT, made the _____ day of _____, 20____, by and among the **TOWN OF BATAVIA**, a Municipal Corporation of the State of New York, with offices located at 3833 West Main Street Road, Batavia New York 14020, (hereinafter "Batavia"); the **TOWN OF ALABAMA**, a Municipal Corporation of the State of New York, with offices located at 2218 Judge Road, Oakfield, New York 14125, (hereinafter "Alabama"); and the **TOWN OF OAKFIELD**, a Municipal Corporation of the State of New York, with offices located at 3219 Drake Street, Oakfield, New York 14125, (hereinafter "Oakfield"); (hereinafter referred to collectively as the "Towns").

WITNESSETH:

WHEREAS, Batavia has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County supplies an adequate quantity of water for use by Batavia's residents who are obtaining water services, and

WHEREAS, both the Alabama and Oakfield Districts will be contracting with Genesee County for the supply of water through lines owned jointly by the Towns of Batavia, Elba and Oakfield, and

WHEREAS, Oakfield and Alabama intend to construct, operate and maintain a joint water distribution system referred to as the Town of Oakfield Water District No. 9 and Town of Alabama Water District No. 3 Project, (hereinafter "Project"), and

WHEREAS, this Project will consist of the construction of approximately 12,300 linear feet of new 8 inch diameter water main, together with all related hydrants, valves, apparatus, conduits, pipes, casings, meters and manholes; to also include all interests in real property of any kind or nature to the extent assignable; to be installed along portions of the Batavia-Oakfield Townline Road, Macomber Road, Townline Road, and Towne Place, (hereinafter referred to collectively as the "Facilities"), and

WHEREAS, Alabama, in furtherance of this Project, has established Water District No. 3, (hereafter "Alabama 3"), and

WHEREAS, Oakfield, in furtherance of this Project, has established Water District No. 9, (hereafter "Oakfield 9"), and

WHEREAS, the Facilities will be constructed and financed as set forth in a document, entitled "Map, Plan and Report for the Town of Oakfield proposed Water District No. 9 and the Town of Alabama proposed Water District No. 3, dated February 2015, and

WHEREAS, it is intended that the Facilities will be owned by Oakfield pursuant to an "Intermunicipal Agreement for Oakfield Water District No. 9 and Alabama Water District No. 3, dated March 8, 2016, and

WHEREAS, the Towns of Alabama and Oakfield desire to contract for the operation and maintenance of the Facilities located within their Towns; as well as for the billing and collection of the costs to provide and pay for the water service, and

WHEREAS, Batavia will lease the Facilities to be owned by Oakfield in order to perform the services and responsibilities as set forth herein, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Oakfield does hereby lease the Facilities to the Town of Batavia for the term as hereinafter set forth in this Agreement.

2. The leased Facilities include replacements, additions, betterments and improvements, which may hereinafter during the term of this Agreement be furnished and installed within or on behalf of the entire Project and/or any respective Water District.

3. Batavia agrees to operate, maintain and repair the entire Project Facilities and to distribute water on behalf of Alabama and Oakfield to the respective Water Districts within each Town.

4. The cost for these services shall be determined in accordance with Batavia's current Rate Schedule in effect, and as amended from time to time by Batavia. Batavia's Rate Schedule currently requires payment by each customer for water service to be charged at the rate of \$5.10 per 1,000 gallons of water used, with this cost determined as follows:

- | | |
|------------------------------|--------|
| A. Purchase | \$2.21 |
| B. Genesee County Surcharge | \$0.60 |
| C. Capital Reserve | \$0.31 |
| D. Operation and Maintenance | \$1.98 |

5. No later than at least forty-five (45) days in advance, Batavia will provide to the other two Towns any proposed amendments to the Rate Schedule, which shall break out the various costs for water supply, operation, maintenance and capital improvement reserve. During this forty-five (45) day period, the Supervisors from all three Towns shall meet at least once, to discuss the proposed rate change issue. During the term of this Agreement, users in all three Towns will pay the same water rate.

6. The Towns of Alabama and Oakfield hereby respectively retain the right to add any additional charges for the delivery of water service within their respective Water Districts, and shall be entitled to collect and remit any such charges from their respective District users to their respective Town.

7. Maintenance and repair by the Town of Batavia as referred to in this Agreement shall be defined as a project which costs the sum of \$20,000.00 or less. Any project or improvements costing more than \$20,000.00 shall be considered as a capital expense, and each respective Town shall be responsible

to pay for or to reimburse Batavia for all capital expenses in the same proportion as the original capital costs distribution between Alabama and Oakfield.

8. All performance of services that will be provided by Batavia shall be pursuant to Subpart 5-1, Public Water Supplies of the New York State Sanitary Code and Batavia's Water Ordinance, (hereinafter the "Ordinance"). The Ordinance may be amended from time to time by Batavia. However, Batavia agrees to inform the other two Towns at least forty-five (45) days prior to implementing any such amendments. During this forty-five (45) day period, the Supervisors from all three Towns shall meet at least once to discuss the proposed Ordinance changes.

9. Upon request, Batavia shall supply copies of any test reports required by the New York State Department of Health to the other two Towns.

10. Batavia shall read all meters and invoice the customers of the Alabama 3 and Oakfield 9 Water Districts.

11. All Batavia invoices to the Water District customers included in this Agreement, shall be due and paid according to the terms of the Ordinance, including penalties for late payments, in effect as of the date of the invoice for such water. In the event that any such customer is delinquent for more than ninety (90) days, Alabama and Oakfield will have in effect rules and regulations to enforce collection of such charges, and to make payment to Batavia, including; but not limited to collecting payment by relieving upon tax bills.

12. Alabama and Oakfield, upon request by Batavia, shall make payments to Batavia for any water bills of customers within their respective two Water Districts that are more than ninety (90) days in arrears.

13. Batavia shall make any and all payments related to water supply to Genesee County on behalf of Alabama and Oakfield, according to the terms set forth in the Water Supply Agreements in effect between Genesee County and Alabama and Oakfield.

14. Customers within the two Water Districts located in the Project area shall purchase water to serve present and future needs of these Districts pursuant to the Water Supply Agreements by and between the County of Genesee and the respective Towns of Oakfield and Alabama.

15. Any and all extensions of any of the two Water Districts to be formed and constructed and/or addition of new Water Districts or appurtenances shall be in accordance with all of Batavia's standards.

16. Maps of the proposed two Water District service areas to be served by the Towns is annexed hereto and made a part of this Agreement as **EXHIBIT A**. These maps shall be amended as

necessary from time to time to reflect any customers added by any of the two Water Districts. Any such amendment that expands or extends Alabama 3 and Oakfield 9, shall be approved by Batavia and shall not negatively affect supply or service to existing Batavia customers.

17. Alabama and Oakfield agree that Batavia may use the Facilities of the two Districts within the Project area or its extensions, without the imposition of any rentals or other charges of any kind or nature, to serve water to areas located outside of the initial limits of the two Water Districts within the Project area. Batavia agrees that such use by it of the Facilities shall not reduce below accepted standards (as established by applicable Federal and State Laws, Rules and Regulations and Batavia's Ordinance), the supply or pressure of water to be furnished by Batavia to the residents and inhabitants within the two Districts and/or other water customers within the three Towns.

18. Batavia agrees that service to other areas outside of the initial two Water Districts within the Project area shall comply with the requirements of any and all existing Water Supply Agreements with Genesee County and the respective Towns of Batavia, Alabama and Oakfield, and any amendments thereto.

19. All extensions to any of the two Water Districts within the initial Project area, after the execution of this Agreement, shall be made under the exclusive control and jurisdiction of the respective Town where the extension is made, and shall be subject to the provisions of the Town Law and any amendments thereof. In the event that Alabama 3 and/or Oakfield 9 shall form one or more extensions, said extension shall be subject to the following terms and conditions:

A. At the request of the extending Water District, Batavia may provide the services of its Engineering Department to assist the extending District in the preparation and formation of necessary plans, drawings and specifications of the proposed distribution system construction. Said services may be provided to the extending Districts so long as Batavia is given reasonable notice of the need for, and the scope of such services, and Batavia and the extending District establishes mutually agreeable terms for the completion of services.

B. Said distribution system shall service the entire area of said extension and shall be installed without cost to Batavia.

C. The Town where the extensions are made shall have the exclusive right to determine the amount of any fee to be charged to any such extension and to be paid to it by the customers in the extension for the right to connect to the existing Facilities of the Project area. The fee shall belong exclusively to the Town where the District is extended and Batavia shall have no right or interest to this fee or any other charges related thereto.

D. The extension to the Water District shall comply with all applicable Laws, Rules and Regulations, including Batavia's Ordinance, and shall obtain all necessary governmental approvals with respect to the formation of any extensions and the construction of the distribution system therein.

20. Oakfield and Alabama, on behalf of the two respective Districts to be constructed pursuant to the Project; as well as any other Water Districts now existing or developed in the future within any of the two respective Towns, shall bear the full costs related to the formation of any such Water District, or installation or maintenance of facilities, including meters, except as specifically agreed herein.

21. This Agreement is subject to the consent and approval of the Genesee County Legislature; as well as consent and approval by the joint owners of the Townline Water Project facilities, namely, the Towns of Batavia, Elba and Oakfield.

22. As a condition of the County approval, the Towns of Alabama and Oakfield, individually and on behalf of its respective Water Districts, agree to form any Water Districts as requested by Genesee County associated with any future construction of water supply or distribution facilities described in the February 1999 Genesee County Water Supply System Final Environmental Impact Statement. Genesee County shall provide the necessary District Formation Reports at no cost to any of the respective Towns. Genesee County shall construct or cause to be constructed certain facilities in accordance with the February 1999 Genesee County Water Supply System Final Environmental Impact Statement. The determination and scheduling of the construction of such water supply facilities, shall be at the sole discretion of Genesee County.

23. It is understood and agreed that Batavia makes no guarantee as to the pressure, quantity, quality or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water whether caused by shutting off water in case of accident, or for alterations, extensions, connections or repairs or for any other cause of any kind or nature.

24. In the event of an emergency or other necessity, Batavia shall have the right to shut off or reduce the flow of water for such periods that it deems necessary.

25. In the event that Batavia deems it necessary to shut off or reduce the flow of water supply, Batavia shall provide the other two Towns with reasonable advance notice when possible. Batavia shall correct the situation as soon as practicable.

26. Alabama and Oakfield shall have the right to request that Batavia temporarily turn off its transmission main and any such requesting Town shall be able to temporarily obtain its required water requirements from another source, only until such time as the corrected measures taken by Batavia have been inspected and approved by Batavia's Water Department.

27. If Batavia deems that there is a condition in Alabama 3 and/or Oakfield 9 that could contaminate the water supply, Batavia will notify the other two Towns and the respective two Towns as the situation requires, will correct the problem as soon as practicable. Batavia may temporarily discontinue service to any such Water District until the necessary corrections have been made.

28. In the event that a water emergency is declared by Batavia, Batavia shall notify the Town Supervisors of the other two Towns, and the Town Boards of these two Towns shall declare a similar emergency with respect to all water supplied to customers within the two Water Districts of the respective Towns. The two Towns shall duplicate any emergency measures taken by Batavia during such water emergency.

29. Alabama and Oakfield shall immediately notify Batavia of any information or complaints that it receives from customers within the respective Water Districts; as well as any problems or difficulties relating to the Facilities and the water distribution system.

30. There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Agreement. No changes, addition or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.

31. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of all three of the parties.

32. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

33. This Agreement and any transactions by and among the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of New York.

34. The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.

35. No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.

36. No failure on the part of any party to exercise and/or any delay in exercising any of its rights hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

37. All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such terminations.

38. This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute the same instrument herein.

39. The term of this Agreement shall be for a period of forty (40) years, with the following provisions:

A. This Agreement may be terminated or extended upon a written instrument executed by all three parties herein.

B. This Agreement shall terminate on the effective date of any contract with any entity assuming operation of the Town of Batavia Water Supply System.

C. Oakfield and Alabama together may terminate this Agreement upon at least two (2) years prior written notice to Batavia. In the event that Batavia provides operation and maintenance services to Oakfield and/or Alabama to water districts beyond either Oakfield Water District No. 9 and/or Alabama Water District No. 3, then Oakfield and/or Alabama must also terminate the services of Batavia for these additional areas in order to eliminate the possibility that there are any "gaps" in areas of water facilities for which Batavia is providing operation and maintenance.

D. Batavia may terminate this Agreement upon at least two (2) years prior written notice to Oakfield and Alabama.

IN WITNESS WHEREOF the parties have last signed this Agreement the day and year first written above.

TOWN OF BATAVIA

(SEAL)

Gregory H. Post, Supervisor

TOWN OF ALABAMA

(SEAL)

Janet Sage, Supervisor

TOWN OF OAKFIELD

(SEAL)

Carol L. Glor, Supervisor

State of New York}

County of Genesee}ss.

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared Gregory H. Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York}

County of Genesee}ss.

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared Janet Sage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York}

County of Genesee}ss.

On this _____ day of _____, 20____, before me, the undersigned, personally appeared Carol L. Glor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 58-2016—ORDER AND ESTABLISH WATER DISTRICT NO. 8

Councilman Martin offered the following:

**RESOLUTION AND ORDER FOR ESTABLISHMENT OF
WATER DISTRICT NO. 8 FOR A PORTION OF THE TOWN OF OAKFIELD**

WHEREAS, the Town Board of the Town of Oakfield duly adopted a Resolution directing the Town Supervisor of the Town of Oakfield to file a map, plan and report as prepared by the Town’s engineer for providing the facilities, improvements or services in a portion of the Town of Oakfield, wherein a water district was proposed to be established, as hereinafter described, and

WHEREAS, after the said Town Supervisor duly filed said Map, Plan and Report in the office of the Town Clerk of the Town of Oakfield on April 12, 2015, and the said Town Board did on November 7, 2016, duly adopt an Order reciting a description of the boundaries of the proposed district, the maximum amount proposed to be expended for the improvement, the proposed method of financing to be employed, the fact that a plan, map and report describing the same are on file in the Town Clerk’s Office for public inspection and specifying that said Town Board shall meet at the Town Hall on the 13th day of December, 2016, for the purpose of conducting a public hearing on such proposal to establish the water

district with the specified improvements and to hear all persons interested in the subject thereof concerning the same, and

WHEREAS, a “Petition to Request Water District “ was filed in the Oakfield Town Clerk’s Office on October 20, 2016, which was signed by a number of owners within said district, which was greater than the percentage required by law, and

WHEREAS, the improvements proposed are as follows: a project to provide a safe and reliable potable water supply and fire protection to certain residences in the proposed Water District No. 8. The overall project will consist of the construction and installation of approximately 2,800 linear feet of eight (8) inch water main along portions of Bliss Road; together with all related right-of-way costs, site work and other ancillary work, including hydrants, valves, apparatus, and other improvements and costs incidental thereto (referred to herein as “water improvement”), and

WHEREAS, copies of the aforesaid said Order for a Public Hearing were duly published and posted according to law, and said Town Board did, at the time and place specified in said Order, duly meet and consider such proposal and heard all persons interested in the subject thereof, who appeared at such time and place, concerning the same, and

WHEREAS, the evidence offered at such hearing requires that the Town Board make the determinations hereinafter made, and

WHEREAS, the Town Clerk mailed a certified copy of the “Public Notice”, which contains the notice concerning the public hearing, along with other required information, to the Office of the State Comptroller, within the time deadline required by law, which was prior to fourteen (14) calendar days after this “Public Notice” was published in the official newspaper;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Oakfield, in the County of Genesee, that it be and hereby is determined as follows:

- (1) The aforesaid “Petition to Request Water District” was signed, and acknowledged or proved or authenticated, as required by law and is otherwise sufficient.
- (2) The Notice of Hearing was published and posted as required by law and is otherwise sufficient.

(3) That all the property and property owners within the proposed water district are benefited thereby.

(4) That all of the property and property owners benefited are included within the proposed water district.

(5) It is in the public interest to establish the proposed water district as hereinafter described; and be it

FURTHER RESOLVED, that the Town Board does hereby approve the establishment of a Water District as hereinafter described to be known as the Town of Oakfield Water District No. 8. Said Water District being described on **EXHIBIT A**, attached hereto and made a part hereof; and be it

FURTHER RESOLVED that there will be no public funds expended or financed for this project, since all of the water improvements have already been privately constructed by all or part of the residents of the Water District, and will be dedicated to the Town of Oakfield on behalf of the Water District, and be it

FURTHER RESOLVED that there will be no initial proposed annual debt service for any of the property owners within the District, and be it

FURTHER RESOLVED that a typical household uses 60,000 gallons of water per year and the estimated cost of the water to be purchased by the water district's users is a total of \$4.35 per 1,000 gallons used, to be purchased from the Village of Oakfield, together with a \$45.00 per quarter flat fee; thereby the average household can expect to pay approximately \$421.00 per year for water purchase, and be it

FURTHER RESOLVED that based upon the foregoing estimates, the total annual cost of the typical property in the proposed district is estimated to be \$421.00 per year, and be it

FURTHER RESOLVED that in the event that in the future there are capital improvements for which debt is incurred, payment of the debt service will be made by levy and collection of special assessments from the several lots and parcels of lands within the water district, which the Town Board shall determine and specify to be specially benefited thereby, so much upon and from each as shall be in just proportion of the amount of benefit conferred upon the same, to pay the principal of and interest on said bonds, as the same shall become due and payable, and be it

FURTHER RESOLVED that each property will also have to pay for service from their home to the road right-of-way, incurring estimated one time costs of approximately \$100.00 for a meter, plus approximately \$10.00 per linear feet of pipe, plus potential well abandonment or separation charges of approximately \$200.00, plus \$175.00 for a water meter radio read transmitter, plus \$100.00 for a water pressure regulator; as well as any internal plumbing charges, and be it

FURTHER RESOLVED that this Resolution and Order is not subject to a permissive referendum; and be it

FURTHER RESOLVED that within ten (10) days after the adoption hereof, the Town Clerk shall post and publish as provided by law a Notice setting forth the date of the adoption of this Resolution and Order and containing an abstract of this Resolution and Order concisely stating the purpose and effect hereof; and be it

FURTHER RESOLVED that based upon the fact that the estimated total annual cost of the typical property in the proposed District is below the threshold set by the Office of the State Comptroller when a special district is created in the 2016 calendar year, approval of this District by the State Comptroller is not required; and be it

FURTHER RESOLVED that the Town Clerk is hereby authorized and directed to record a certified copy of this Resolution and Order in the Office of the Genesee County Clerk, and to file a certified copy of this Resolution and Order in the Office of the State Comptroller, within ten (10) days hereof.

DATE: December 13, 2016

EXHIBIT A

**TOWN OF OAKFIELD
WATER DISTRICT No. 8**

All that tract or parcel of land situate in the Town of Oakfield, Genesee County, State of New York, being described as follows:

Beginning at a point on the centerline of Bliss Road (49.5 feet wide right-of-way) at the southerly intersection of the Town of Oakfield Existing Water District No. 4 and the Town of Oakfield Existing Water District No. 5; thence,

1. Easterly, through the lands of tax account number 11.-1-49.11, along the Town of Oakfield Existing Water District No. 4, a distance of 500 feet, more or less, to a point 500 feet easterly of and parallel to the centerline of Bliss Road; thence,

2. Southerly, through the lands of tax account number 11.-1-49.11, along a line 500 feet easterly of and parallel to the centerline of Bliss Road, a distance of 2,741 feet, more or less, to the southerly line of tax account number 11.-1-49.11; thence,
3. Westerly, along the southerly line of tax account number 11.-1-49.11, across Bliss Road, and along the southerly line of tax account number 11.-1-50.1, a distance of 1000 feet, more or less, to a point 500 feet westerly of and parallel to the centerline of Bliss Road; thence,
4. Northerly, through the lands of tax account numbers 11.-1-50.1, along a line 500 feet westerly of and parallel to the centerline of Bliss Road, a distance of 2,754 feet, more or less, to a point on the southerly line of the Town of Oakfield Existing Water District No. 5; thence,
5. Easterly, through the lands of tax account number 11.-1-50.1, along the southerly line of the Town of Oakfield Existing Water District No. 5, a distance of 500 feet, more or less, to the "Point of Beginning."

Town of Oakfield Water District No. 8, as described above contains approximately 63.06 acres of land.

All as shown on a map prepared by Clark Patterson Lee, "Water District No. 8 — Water District Map", Drawing Number WD-01, dated April 06, 2015.

Second: Councilman Kabel

Ayes: Glor, Kabel, Martin, Wolcott

Abstain: Veazey

APPROVED VOTE (4-0-1)

Letters will be going out to those who are up for reappointment.

Working on Year End items for the County and January.

Marc Johnson of Millennium Computers will be at the January 10th Board Meeting to present PIVOT to the Board.

SUPERVISOR

MOTION Deputy Supervisor Veazey, second Councilman Kabel to approve the Supervisor's report as submitted.

Ayes: Glor, Veazey, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

ATTORNEY

Supervisor Glor reported that Attorney Kevin Earl will meet with Dave Schubel to go over the files.

LIBRARY LIAISON

Still working on windows and some lights were fixed.

GAM

Jay Gsell was the speaker, still discussing the sales tax issue.

OLD BUSINESS

Working on a Building Use Permit for those who want to use the Community & Government Center.

AED is in place.

NEW BUSINESS

Special Use Permit—the Town Board has set a Public Hearing regarding this for January 10th at 6:00 pm.

Year End Meeting—Wednesday, December 28th at noon.

Organizational Meeting—Tuesday, January 3, 2017 at 5:30 pm.

Councilman Wolcott stated that he contacted Kleen All Company to get an estimate on cleaning the carpets. He feels it should be done at least once per year. Also recommends chair protectors in the offices with carpet.

ADJOURNMENT: MOTION Deputy Supervisor Veazey, second Councilman Kabel to adjourn the meeting at 8:07 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk