

**TOWN OF OAKFIELD**

**BOARD MEETING**

**AUGUST 12, 2014**

**ROLL CALL**

**PRESENT:** Supervisor Glor  
Deputy Supervisor Veazey  
Councilman Cianfrini  
Councilman Kabel  
Councilman Martin

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highways Dennis  
Assessor Flansburg  
Code/Zoning Officer Mikolajczyk  
Felipe Oltramari, Genesee County Planning Board  
Virginia Kropf, Batavia Daily News  
Jeremy DeLyser, Clark Patterson Lee  
Dan Insinna, Intern at Clark Patterson Lee

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

**July 8, 2014 Town Board Minutes:** Motion Deputy Supervisor Veazey, second Councilman Kabel to approve the minutes as written.

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin

**MOTION CARRIED vote (5-0)**

Supervisor Glor welcomed Felipe Oltramari of the Genesee County Planning Board. Mr. Oltramari brought handouts for the Joint County Farmland Protection Grant. The last updates were done in 2001. There will be one consultant doing all three plans with a \$1667.00 cash match. This is a two year process for municipalities.

**RESOLUTION NO. 60—CASH MATCH FOR FARMLAND PROTECTION GRANT**

Councilman Kabel offered the following:

The Town Board of the Town of Oakfield will set aside \$1,667.00 as a cash match for the joint application with the Town of Alabama and the County of Genesee. In addition the Town will provide \$6,667.00 of in-kind services for the project.

**SECOND:** Councilman Martin

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin

**APPROVED UNANIMOUS vote (5-0)**

### **OAKFIELD ALABAMA LITTLE LEAGUE**

Teresa Tobolski of OALL addressed the Board regarding the condition of the girls' softball field. Mrs. Tobolski stated that the field is getting dangerous; the girls can trip and fall, balls take hard bounces and there is water that pools at home plate and first base.

Parks Administrator Alan Dennis agrees that the field needs work.

Mr. Dennis stated that Little League needs to determine what type of infield they want and can maintain. The Town will do the removal of materials but Little League needs to help with this.

Mrs. Tobloski and Matt Durham, President of OALL (who joined a bit later) were also informed that the Town is proposing a lot of changes and upgrades to the Park. Little League will be a participant in this and the Town will do whatever it can to help. The Town has equipment to prep, cut and redo the ball diamond. Little League can hand rake, etc. The only cost to Little League will be materials that need to be added.

### **JUSTICE**

#### **RESOLUTION NO. 61—JUSTICES TO ATTEND MAGISTRATES CONFERENCE**

Councilman Cianfrini offered the following:

The Town Board of the Town of Oakfield will support the efforts of Justice Thomas Graham and Justice Randy Baker to attend the New York State Magistrates Conference to be held September 21-24, 2014. Funds for the conference will be paid out of A1110.4.

**Second:** Deputy Supervisor Veazey

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin

**APPROVED UNANIMOUS vote (5-0)**

### **CODE/ZONING OFFICER**

Mr. Mikolajczyk report is available for review.

Completed last month:

Site inspection, electrical inspection and final inspection on a pool—issued Certificate of Compliance

Inspected a deck—issued Certificate of Compliance

Inspected footers for a pole barn; final inspection—issued Certificate of Compliance

Issued a building permit for a three season room

Complaint of high grass at the trailer park

Final inspection of a deck—issued Certificate of Compliance

Issued building permit for a wood stove

Rod & Gun received a building permit for a pavilion

Complaint of high grass on Park Road

Currently 41 of 48 water lines are hooked up in WD3

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**ASSESSOR**

First round evaluations for 2015 are done

**SUPERINTENDENT OF HIGHWAYS**

Roadwork update—Chip seal Hutton Road from Judge Road to old railroad tracks is done  
Chip seal Maple Road from Hutton Road to creek is done  
Culvert pipe for fixing driveways in done by CCS Pipeline  
Scheduling fixing roadside ditch on Hutton Road by USG pond (4 foot pipe wash out) plan on using 2ft. x 2ft x 6ft concrete solids  
Bridges on Hutton Road and Maple Road will be replaced next year by County Highway  
Mowing roadsides again  
Helping other towns thru shared services  
Worked last two weeks hauling millings for NYSDOT in return we get approximately 1300 ton on millings

Buildings & Grounds—working on our building expansion  
Need to set up an information meeting with public on proposed building expansion  
Need to apply to RD for funding for building expansion  
Need to move forward with our engineers on building design

Cemeteries—mowing is still heavy and weed eating headstones  
Water Tower is down and cemetery had no damage to it; the contractor did an excellent job in maintaining the site and preserving the cemetery

Parks—are being used by youth rec; the program has now ended  
We are keeping trash cans emptied at least once per week  
We are looking at some upgrades to the park with our Engineers so we can apply for grants as they become available. We will also talk to Little League and the Betterment Committee for financial assistance  
Mowing park at least once per week and ball fields at least once per week

Public Works update—update on Batavia Townlines Project; Oakfield Water District No. 6 is moving forward. Test pits are complete and going to bid soon  
Water District No. 3 construction is complete. Punch list still needs completion and they will be back soon to complete  
We should be looking to lay 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  
Will be making some recommended changes to our Water Standards in the future  
Water meters will cost \$141 each

Library—window replacement is ordered

**Miscellaneous**

Need to set up meeting on possible housing development plan area for Town of Oakfield. A developer has already been here for information on locations for housing tracts

We had a presentation meeting with the Town of Alabama on where we stand on upgrades on water, land development plan, building addition and sewer districts; it went very well  
Landfill, so far is being covered with supervision on the first and third Saturdays  
Townlines water project will be scheduling another meeting  
Would like myself and Mark Mikolajczyk to get their water license  
Had a possible incident in the court clerk's office during the day; a person confronted the clerk regarding a suspended driver's license

**TOWN CLERK**

**Abstract No. 8-2014:** Motion Deputy Supervisor Veazey, second Councilman Kabel to authorize the following:

General	220-253	\$ 10,840.79
Part Town B	19-21	\$ 977.17
Highway DA	84-92	\$ 13,263.27
Highway DB	35-44	\$160,270.11
Special Dist.	45-50	\$ 11,242.00
Capital Water	3-6	\$373,390.29
Library	2	\$ 1,864.00
	TOTAL	\$571,847.63

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin  
**MOTION CARRIED unanimous vote (5-0)**

Town Clerk Haacke stated that she spoke with the ARC Team Leader who cleans the Town Building and Town Park bathrooms; the crew has not been mopping the bathrooms. They did not think that was part of the contract; I pulled the contract and showed them that it stated mopping.

Town Clerk Haacke also requested authorization to conduct a Dog Enumeration. Last year we billed residents for nearly one thousand dogs; this year we billed just over six hundred.

**RESOLUTION NO. 62: DOG ENUMERATION**

Councilman Kabel offered the following:

The Town Board will authorize the Town Clerk to conduct a Dog Enumeration via mail between August 21, 2014 and November 1' 2014. Any person in Oakfield harboring an unlicensed after November 1, 2014 will answer to court fines and a \$5.00 enumeration fee added to the base dog licensing fee.

The Town Clerk will also place an ad in the Batavia Daily News and on the Batavian letting residents know of the enumeration.

**BE IT RESOLVED;** the enumeration will cost \$576.00 for printing, postage and set up of the mailer. These funds will come out of A3510.4 & A1410.4.

**Second:** Councilman Cianfrini

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin  
**APPROVED unanimous vote (5-0)**

**RESOLUTION NO. 63—MUNICIPAL SOLUTIONS CONTRACT FOR BUILDING EXPANSION**

Deputy Supervisor Veazey offered the following:

**BE IT RESOLVED**, that the Town Board of the Town of Oakfield will have Municipal Solutions administer the building expansion.

The proposal will be divided as follows: Bond Anticipation Note Borrowing, SEQR, Preparation of Initial Application for Rural Development Funding, Preparation of Full Application of Rural Development Funding, Administration and Reporting to Funding Agencies, Private Sale of Serial Bonds to Rural Development, General Financial Services.

The agreement will not exceed \$20,300 plus expenses; should any item go over the rate will \$115 per hour plus expenses.

**Second:** Councilman Martin  
**APPROVED unanimous vote (5-0)**

**RESOLUTION NO. 64—MUNICIPAL SOLUTIONS CONTRACT WATER DISTRICT 4**

Councilman Cianfrini offered the following:

**BE IT RESOLVED**, that the Town Board of the Town of Oakfield will have Municipal Solutions administer the Administration and reporting to Funding Agencies and Private Sale of Serial Bonds to Rural Development.

**FURTHER RESOLVE**, this contract will not exceed \$10,000.00 including expenses for Administration and Reporting; should any item go over the rate will be \$115 per hour plus expenses. For the Serial Bond portion the contract will not exceed \$3500.00 plus expenses. Loan closings for additional Bond Series as required to close with Rural Development will be an additional charge of \$1,800.00 (including expenses) per issue.

**Second:** Councilman Kabel  
**APPROVED UNANIMOUS vote (5-0)**

**RESOLUTION NO. 65—BOND RESOLUTION WATER DISTRICT 5**

Councilman Kabel offered the following

**A BOND RESOLUTION, DATED AUGUST 12, 2014, OF THE TOWN BOARD OF THE TOWN OF OAKFIELD, GENESEE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT WITHIN THE TOWN OF OAKFIELD WATER DISTRICT NO. 5, AT AN ESTIMATED MAXIMUM COST OF \$119,000, AND**

**AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$119,000, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, SAID AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.**

WHEREAS, the Town Board of the Town of Oakfield, Genesee County, New York (the "Town"), has determined to proceed with a certain capital improvements project in the Town of Oakfield Water District No. 5 (the "District"); and

WHEREAS, the Town Board desires to undertake a certain capital improvements project within the District; and

WHEREAS, the Town Board has determined to proceed with such capital improvements project; and

WHEREAS, the Town Board desires to issue obligations of the Town to finance a portion of the costs of such capital improvements project;

NOW, THEREFORE,

BE IT RESOLVED, by the Town Board (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1: The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is a capital improvements project within the District consisting of the construction and installation of approximately 4,400 linear feet of 8-inch water main along portions of Lockport Road in the Town, as well as other such improvements as more fully identified in such map, plan and report prepared in connection with such project, including all related right-of-way costs, site work and other ancillary work and including hydrants, valves, appurtenances and preliminary costs and other improvements and costs incidental thereto and in connection with the financing thereof. The estimated maximum cost of said purpose is \$119,000.

SECTION 2: The Town Board plans to finance the estimated maximum cost of said purpose by the issuance of serial bonds in an aggregate amount not to exceed \$119,000, offset by any federal, state, county and/or local funds received, including, but not limited to, an anticipated State Municipal Fund Grant in an approximate amount of \$50,000, and unless paid from other sources or charges, the cost of the purpose will be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of the benefit conferred upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable.

SECTION 3: It is hereby determined that said purpose is an object or purpose described in subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is 40 years.

SECTION 4: Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5: It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6: The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Should the assessments upon benefited real property be insufficient to pay the principal of and interest on such bonds, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7: Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00 and Section 63.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8: The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse any such expenditures (to the extent made after the date hereof or within 60 days prior to the date hereof) with the proceeds of the bonds authorized by Section 2 of this resolution (or with the proceeds of any bond anticipation notes issued in anticipation of the sale of such bonds). This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 2 hereof with such bond or note proceeds, as required by United States Treasury Regulations Section 1.150-2.

SECTION 9: The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this

resolution, and any notes issued in anticipation thereof as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10: The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11: The Town has complied with applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act (“SEQRA”), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, duly issued a negative declaration and/or other applicable documentation, and therefore, no further action under the State Environmental Quality Review Act is necessary.

SECTION 12: In the absence or unavailability of the Town Supervisor, the Deputy Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 13: The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

1. (a) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and

an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

2. Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 14: The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in a newspaper having a general circulation in said Town and hereby designated as the official newspaper of said Town for such publication.

SECTION 15: This resolution is effective immediately.

**Second:** Councilman Cianfrini  
**APPROVED UNANIMOUS vote (5-0)**



**RESOLUTION NO. 66—INTERMUNICIPAL AGREEMENT**

Deputy Supervisor Veazey offered the following:

**INTERMUNICIPAL AGREEMENT FOR THE OWNERSHIP,  
ENGINEERING, DESIGN, CONSTRUCTION AND FINANCING  
FOR THE TOWNLINE WATER PROJECT**

**THIS INTERMUNICIPAL AGREEMENT**, made the 12th day of August 2014, 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 ELBA**, a Municipal Corporation of the State of New York, with offices located at Maple Avenue, Elba, New York 14058, (hereinafter "Elba"); 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**, the three Towns intend to construct, operate and maintain a joint water distribution system referred to as the Townline Water Project, (hereinafter "Project"), and

**WHEREAS**, this Project will consist of the construction of approximately 104,700 linear feet of new 8 inch and 12 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, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard<sub>1</sub> Road, State Street Road, Bank Street Road,

Norton Road, and the Batavia-Stafford Townline Road, (hereinafter referred to collectively as the "Joint Facilities"), and

**WHEREAS**, Batavia, in furtherance of this Project, intends to form and establish the Batavia North Water District, (hereafter "Batavia North"), and

**WHEREAS**, Elba, in furtherance of this Project, intends to form and establish Water District No. 1, (hereafter "Elba 1"), and

**WHEREAS**, Oakfield, in furtherance of this Project, intends to form and establish Water District No. 6, (hereafter "Oakfield 6"), and

WHEREAS, the Facilities will be constructed and financed as set forth in the document, entitled "Map, Plan and Report for the Town of Batavia: Batavia North Water District, Town of Elba: Water District No. 1, Town of Oakfield: Water District No. 6 Known as Townline Water Project", (hereinafter "MPR"); and

WHEREAS, it is intended that the Facilities will be jointly owned by all three Towns as set forth herein; and

WHEREAS, Batavia, Elba and Oakfield intend to simultaneously, with the execution of this Agreement, execute an "Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project", in which Batavia will undertake the responsibility for operating and maintaining the entire Joint Facilities.

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

1. The Towns do hereby individually and collectively ratify the information and documentation contained within the entire MPR, which is incorporated and made a part hereof by reference. A copy of the Map, Plan and Report is annexed hereto, without the Appendices referred to therein, as **Exhibit A**.

2. The three respective Water Districts will be formed as set forth in the MPR on a per unit benefit basis, (hereinafter "Unit").

3. Initially, Batavia North will consist of 145.0 Units; Elba 1 will consist of 87.0 Units; and Oakfield 6 will consist of 78.0 Units. (As used herein, the word "will" is to be given exclusively mandatory effect.)

4. Each Town will own a percentage of the Joint Facilities, which will not change throughout the term of this Agreement.

5. Batavia will own 46.8% of the Joint Facilities; Elba will own 28.0%; and Oakfield will own 25.2%; (hereinafter "Ownership Interest"). These percentages were determined by dividing the initial respective Units in each Town, [Batavia (145.0); Elba (87.0); Oakfield (78.0), by the initial total number of Units (310).

6. As set forth in the MPR, each Town will finance its share of the Project capital costs in accordance with its proportionate share of respective ownership of the Joint Facilities, by separately incurring debt service and paying for the same as set forth herein. Within thirty (30) days of the closing of any bonding or other financing by each respective Town, all proceeds from the same will be transferred to the Manager to be used for the purposes as set forth herein.

7. The loan and debt service incurred by each respective Town will be calculated by dividing the total Project costs (\$6,115,230.00) by the total Units in the Project (310), and then multiplying that number by the respective number of Units in each Town; which equals the following amounts:

- A. Batavia: \$3,081,191.00
- B. Elba: \$1,765,791.00
- C. Oakfield: \$1,268,248.00

8. The Town of Batavia is hereby designated as the Project Fiscal Manager, (hereinafter "Manager"). The Batavia Supervisor or his/her designee will act as the Chief Fiscal Officer, (hereinafter "Officer"). The Manager and the Officer will have the rights, duties and responsibilities as hereinafter set forth; together with such other conditions as may hereinafter be agreed upon by all three Towns in writing, executed by all three Supervisors with authority from each respective Town Board.

A. The Officer will collect all Project funds from each Town, prepare all banking transactions, prepare all necessary accounting and disburse all funds required to be paid to the Towns from the Manager.

B. On or before September 15<sup>th</sup> of each year, the Manager will provide written notification to each Town of the total amount to be collected from the respective customers within each Water District.

C. After each Town has completed its respective bonding process in

order to have money available for the Project, the Manager will, no later than the 1<sup>st</sup> day of each month, send statements to each Town itemizing the respective amounts deducted from the Project Funds, for each Town's portion of the pre-construction and construction costs.

D. Within thirty (30) days of receipt of the payments from each respective Town for debt charge collection, the Manager will pay to each respective Town the amount due and payable for each Town's debt service payment. As per the MPR, it is estimated that the initial annual debt service payment will be \$136,988.00 for Batavia; \$78,506.00 for Elba; and \$56,385.00 for Oakfield.

E. It is understood and agreed by all Parties that if one or more Towns adds or subtracts Water District Benefit Units, the payments to the Manager may be more than is needed for the Manager to reimburse such Town for its annual debt service. This situation is expected and needed in order to ensure that every customer of all three Towns are paying the same debt service Unit charge.

F. The Officer will deposit all monies received from the respective Towns into a segregated, joint activity account, which will be accounted for on an enterprise fund basis, to be designated as the "Townline Water Project Joint Fund", (or words to that effect), to be maintained jointly by the Towns and administered by the Town of Batavia as Manager, in a bank or trust company authorized by law to receive deposits of funds on behalf of the respective Towns.

G. No expenditures will be made from any of the joint Project accounts, except after a review according to normal adopted auditing and payment procedures of Batavia; as well as in accordance with the provisions of Section 119-o of the General Municipal Law of the State of New York.

H. The Manager, or the Officer on his/her behalf, will provide monthly reports to all of the Towns regarding the Townline Water Project Joint Fund activities during construction of the system; and will provide annual reports thereafter.

I. The Manager, or the Officer on his/her behalf, will receive all payments from the Towns of Batavia and Elba that are paid respectively to the Towns, as special contractual assessments, pursuant to four respective "Water District Farm Agreements", respectively, with (1) John E. Torrey, Mark W. Torrey, Maureen J. Torrey, Partners, John E., Mark W. and Maureen J. Torrey Partnership; (2) Oakfield Alabama Realty, LLC; (3) Offhaus Farms, Inc; and (4) John and Daniel Post (hereinafter referred to collectively as the

"Farm Agreements"). These monies will be deposited into the aforesaid joint activity accounts and disbursed with the other funds collected by the Manager.

J. The Officer will reimburse each Town for Project costs and expenses incurred before the date of this Agreement, as per Paragraph 19 herein.

9. Each Town will add to the tax bills of the respective customers within their respective Water Districts the charges as required herein and as required pursuant to all other Agreements related to the Project, and on or before March 30<sup>th</sup> of each calendar year, will remit to the Manager all funds due from each respective Town as determined by Sections 10 and 11 herein. Any deficits in the amounts collected as compared to the amounts due because of non-payment of tax bills, or otherwise, will be paid in full by such Town(s) to the Manager, with said Town(s) to be solely responsible for collection of arrears.

10. The annual Unit debt charge will always be the same for all three Towns and will be calculated by dividing the total annual debt, after subtracting the Farmer Contributions (see MPR, Pgs 7, 8), (initially \$224,087.00; although this figure may be decreased as set forth in the Farm Agreements) by the total number of Units in all three Town Water Districts. Initially, the total Units will be 310.0 and the estimated annual per Unit debt charge, assuming a loan amount at 3% for 38 years, will be approximately \$723.00.

11. On or before August 10<sup>th</sup> of each year, the Assessor for each respective Town will provide to the Manager or the Officer the number of Units to be used for the annual debt service allocation for the following tax year.

12. The books and records for the Townline Water Project will be maintained by the Officer on behalf of the Town of Batavia's Manager, in accordance with the standards applicable to Towns in the State of New York, and they will be audited annually within one hundred eighty (180) days following the end of each fiscal year by an independent Certified Public Accountant or accounting firm customarily used by Batavia or which is agreed upon by all three Parties. The auditor will submit a copy of the audit report to the Manager and to all three Parties for information and for use in future discussions concerning the Project.

13. The Officer will submit the audit report to the New York State Department of Audit and Control. To the extent permitted by the New York State Department of Audit and Control, the Officer will submit the audit report separately from those submitted for the operations of the Town of Batavia.

14. The cost of the annual audit will be included and paid for as a separate line

item

as part of the operation and maintenance budget of the Project.

15. Batavia will either use its own employees or will contract for all necessary services for the bidding process, engineering, design, construction and inspection of the Joint Facilities within all three Districts; with the exception that each Town will separately employ and contract for its respective bond counsel, fiscal advisors and/or attorneys.

16. With the exception of the three areas set forth above in Paragraph 15, Batavia will act and is hereby designated by each Town as the sole agent for the Project, with authority to act as the contracting agency and to approve all necessary permitting documents; including, but not limited to, Notice of Awards, Agreements, Notice to Proceed, Contractor Pay Request, Change Orders, and all close out documents.

17. With the exception of the three areas set forth in Paragraph 15, the Parties hereby authorize the Town of Batavia to execute all documents necessary to complete the Townline Water Project.

18. Each Party will pay its respective percentage based upon its Ownership Interest, as set forth in Paragraph 5 herein, for all past, present and future costs and expenses of any kind and nature related to the planning, development and construction of the Project, until the date of the completion of all of the Joint Facilities.

19. It is hereby acknowledged that prior to the date of the execution of this Agreement, all three of the Towns have incurred costs and expenses and made disbursements that are directly related to the Project. All three Towns are also responsible to pay its respective Ownership Interest, as per Paragraph 5 herein, of all of these costs and expenses. Payment will be made by submittal from each Town to the Manager, of appropriate documentation that will establish to the satisfaction of an auditor prior payment of these expenses. The Manager will review these submittals for accuracy, then calculate the total due from each of the other two Towns, and will pay the required sums to reimburse each Claimant Town, minus the Claimant's Ownership Interest percentage. (By way of example, if Elba had incurred a prior expense of \$100.00, it would owe \$28.00 (28.0%), and the Manager would pay \$72.00 to Elba for its reimbursement.)

20. Each Town will allow the extension of water main per the design plans, to be located as needed, within each respective Town.

21. Each Town will secure any and all easements necessary for construction and will

conduct any and all proceedings necessary to permit construction, including, but not limited to, an action for eminent domain.

22. The three Supervisors of each Town will form a Joint Project Committee, (hereinafter "JPC"). The JPC will be subject to the rules, and have the powers and duties as enumerated below:

A. All three Members will have equal voting powers.

B. It will take three (3) affirmative votes to have any action or recommendation approved by the JPC Members.

C. Each Supervisor will serve as a Member of the JPC, until his or her successor Supervisor has been duly elected or appointed and has qualified to hold such office.

D. In the event that any Supervisor is not able to attend a meeting, then the Deputy Supervisor will automatically be empowered to attend on behalf of the Supervisor. In the event that neither the Supervisor nor Deputy Supervisor of a Town is able to attend a meeting, then in such event, the Supervisor will appoint a Member of his or her Town Board to act on his or her behalf.

E. A quorum will consist of a Member on behalf of all three Towns being present for each and every meeting.

F. The JPC will meet at least one time each year and such other times as mutually agreed upon by all three Town Supervisors.

G. In 2014, the Batavia Supervisor will act as Chairperson of the JPC and the Elba Supervisor will act as the Secretary. In 2015, the Secretary will automatically become the Chairperson and the Oakfield Supervisor will be the Secretary. In 2016, the Oakfield Supervisor will become Chairperson and the Batavia Supervisor will become the Secretary. This rotation, in alphabetical order, will continue in each of the succeeding years during the term of this Agreement.

H. The Chairperson will conduct the meetings of the JPC.

I. The Secretary will provide meeting notices, recording and distributing Minutes of the meetings, and other administrative duties, as necessary.

J. Each Member will have the right to present items for discussion as submitted to the Secretary as an item for the Agenda prior to the meeting and/or during the meeting itself.

K. Notwithstanding any other terms and conditions in this Agreement to the contrary, the JPC will have the sole right and<sub>7</sub> authority for all three Towns to make any and

all decisions regarding any opportunities to restructure, refund or recast any portion and/or all of the debt financing for the Townline Water Project. The three respective Town Boards will adopt all



Resolutions and take all other actions necessary to implement the decisions of the JPC made pursuant to the authority set forth in this Subparagraph.

L. The JPC will have the authority to make recommendations to the three Town Boards and/or to the Manager and/or to the Officer.

M. All meetings and any other conduct of the JPC will be subject to and governed by the requirements set forth in Articles 6 and 7 of the New York State Public Officers Law; known respectively as the Freedom of Information Law and the Open Meetings Law; as well as any amendments thereto.

23. Other than the aforementioned "Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project", 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 will be valid or binding upon the Parties hereto, unless the same is approved in writing by the Parties.

24. 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.

25. This Agreement will be binding upon and will inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

26. This Agreement and any transactions by and among the Parties hereunder will be governed by, construed and interpreted in accordance with the Laws of New York.

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

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

29. No failure on the part of any Party to exercise and/or any delay in exercising any of its rights hereunder, will operate as a waiver thereof, nor will 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.

30. All the rights and duties of the Parties created by this Agreement will survive with respect to the services performed prior to such terminations.

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

32. The term of this Agreement will 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 will terminate on the effective date of any contract with any entity assuming operation of the Town of Batavia Water Supply System.

**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 ELBA (SEAL)

\_\_\_\_\_  
Andrew J. Wormuth, Supervisor

TOWN OF OAKFIELD (SEAL)

\_\_\_\_\_  
Carol L. Glor, Supervisor

State of New York }  
County of Genesee } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 \_\_\_\_\_, 2014, before me, the undersigned, personally appeared Andrew J. Wormuth, 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 \_\_\_\_\_, 2014, 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

# **Map, Plan, and Report**

**For The**

**Town of Batavia: Batavia North Water District**

**Town of Elba: Water District No. 1**

**Town of Oakfield: Water District 6**



**T ownline Water Project**

**March 2014**

# **EXHIBIT A**

**Known As**

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FARM  
AGREEMENTS

## I. General

The Towns of Batavia, Oakfield, and Elba have received interest in establishing a water district. A water district is a special use district required by Town Law where a specific area of the town receives a specific benefit. The cost for receiving this benefit will be borne solely by those property owners in that specific area.

The purpose of this project is to provide safe and reliable potable water supply and fire protection to residences in the proposed water districts.

## II. Project Planning Area

### A. Location

The project area has been identified through public interest. The Batavia North Water District, Oakfield Water District No. 6, and Elba Water District No. 1 will connect to existing Town of Batavia water districts and include 104,700 linear feet of new 8-inch and 12-inch diameter water main. The water main will be installed along Batavia-Oakfield Townline Road, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and Batavia-Stafford Townline Road. The new water main will serve a total of approximately 310 units and is shown as the solid red line in Figure 1.

### B. Environmental Resources Present

There are farmlands present in the project area. All construction will be taking place in existing road-right of ways and proper construction mitigation and restoration efforts will be implemented based on standard practices common to the industry.

### C. Growth Areas and Population Trends

The project area is primarily residential and agricultural. The Town census populations are listed in the table below.

	<i>2000 Census Population</i>	<i>2010 Census Population</i>	<i>Percent Change</i>
<i>Town of Batavia -</i>	5,915	6,809	15.1%
<i>Town of Elba -</i>	2,439	2,370	-2.8%
<i>Town of Oakfield -</i>	3,203	3,250	1.5%



### III. Existing Facilities

#### A. Location Map

The existing private well area is shown by the location of the proposed facilities in Figure I.

#### B. History

The entire area of the proposed water districts is presently served by private wells.

#### C. Condition of Facilities

The Towns of Batavia, Oakfield, and Elba have received complaints about the quality, and at times, quantity of the private water supplies in the area. From public input it is known that many wells in this area are contaminated with high levels of sulfur, iron, nitrates, coliform, and high hardness level. Many of these wells require expensive treatment systems to make the water acceptable for domestic use.

#### D. Financial Status of any Operating Facilities

The residents of the entire area have private wells and furnish the operation and maintenance costs themselves.

#### E. Existing & Future Water Demand

The existing demands for the proposed service area are as follows:

Average Day	50,300 gpd
Maximum Day	100,600 gpd
Peak Hour	201,200 gpd

The future demands for the proposed service area are anticipated to utilize a 2% increase per year. Although the 2010 census data indicates a 15% population growth for the Town of Batavia, analysis has shown that this number is inflated. The 2010 census data includes housing facilities that were not counted in the 2000 Census. The 2% increase being used takes into account more accurate population projections and the land use of the area.

### IV. Need For Project

#### A. Health and Safety

The proposed water distribution project will provide safe potable water to the residents of the proposed water districts and will eliminate the health risks associated with the quality and quantity of ground water in the area.

The Genesee County Health Department began testing wells in the northeast area of the Town of Batavia in March 2010 due to suspected manure contamination. The initial findings showed both bovine and human bacteria present in the wells. The results from the northeast area of the Town of Batavia through April 28, 2010 include the following:

- 14 out of 38 tested positive for Bacteria
- 12 out of 13 test results showed nitrate levels between 0.05 and 9.99 ppm, with the remaining sample greater than 10 ppm.

As a result of the testing in the northeast area, the Town of Batavia initiated well testing in other areas with the following results:

- 11 out of 52 tested positive for Bacteria
- 28 out of 47 test results showed nitrate levels between 0.05 and 9.99 ppm, and 3 out of 47 test results greater than 10 ppm.

A letter from the New York State Department of Health has been included as Appendix D.

## B. System O & M

A water distribution network will replace expensive individual water treatment units; this will reduce the operation and maintenance costs borne by the residents at this time. The Town of Batavia will provide operation and maintenance of the water districts.

## C. Growth

While economic development is viewed as a project benefit, balancing economic development and land protection is necessary, critical, and provided for. The Town intends to limit water service connections within the boundaries of Agricultural Districts to only agricultural structures or land and structures that have already been approved for development. Thus, there are no anticipated long-term impacts to the Agricultural Districts as a result of the proposed action including no change in use of agricultural/residential lands within the Agricultural District.

# V. Alternatives Considered

## A. Description

### 1. Alternative 1 — Null Alternative

This alternative proposes to "do nothing". This would mean continued health risks for the residents of the proposed water districts.

### 2. Alternative 2 — New Water Distribution System

This proposed action includes the installation of approximately 104,700 linear feet of 8-inch and 12-inch water main along Batavia-Oakfield

Townline Road, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba

Townline Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and Batavia-Stafford Townline Road. The water main will be PVC as the Town of Batavia utilizes PVC for their standard material. Various water main diameters were analyzed and the selected sizes were chosen based on providing adequate fire flows and taking into account future service areas. The proposed water main will be installed in the right-of-way in order to provide services to the residents on each side of the roadways.

3. Alternative 3 — New Water Distribution System — New Source of Supply

The additional capital cost of a new treatment system along with the establishment of a local source of supply would result in unit cost over \$2,000 per year.

B. Design Criteria

The proposed Townline Water Project will be designed in accordance with New York State Department of Health standards and Ten State Standards to provide safe potable water and fire protection to the water district's residents.

C. Map

Figure 1 shows the map of the proposed water system. The legal map and description for each water district has been provided in Appendix A.

D. Environmental Impacts

There are no anticipated environmental impacts associated with any of the alternatives. However, an environmental review has been undertaken for Alternative 2. All construction will be done in existing road-right-of-ways and proper construction mitigation and restoration efforts will be implemented.

E. Land Requirements

There are no additional land requirements for Alternative 2. All water main construction is anticipated to take place within existing road right-of-ways.

F. Construction Problems

There is no known or anticipated construction problem for the new water district.

G. Cost Estimates (Total Capital Costs)

<i>Alternative 1</i>	<i>Alternative 2</i>	<i>Alternative 3</i>
\$0	\$6,115,230	\$8,167,400



## H. Advantages/Disadvantages

Alternative 2 is the most viable alternative as it is consistent with the goals and needs of the Towns of Batavia, Elba, and Oakfield. The advantage of Alternative 2 is as follows:

1. It will eliminate the ongoing health problems and risks associated with the quality and quantity of ground water in the area.

## VI. Recommended Alternative

The recommended alternative is Alternative 2: New Water Distribution System.

### A. Project Design

#### 1. Water Supply

The proposed water districts will receive water from Genesee County through the Monroe County Water Authority and the City of Batavia Water Supplies.

#### 2. Treatment

The City of Batavia Water Treatment Plant and the Monroe County Water Authority Shoremont Water Treatment Plant will provide treated water to the proposed water districts. The treated water will meet all the state and federal drinking water standards.

#### 3. Storage

A 1.5 and dual 1.25 million gallon water storage tanks will provide the water storage needs for this proposed water districts. No additional storage is required for this service area.

#### 4. Pumping Stations

Pumps located at the City of Batavia Water Treatment Plant and the MCWA's North Road Pump Station, pump water to the storage tanks and the distribution network.

#### 5. Distribution Layout

The distribution network is shown in Figure 1 at the end of this report for the project area. The Town of Batavia will be responsible for system operation and maintenance.

6. Services

The portion of the water service from the right-of-way to the main line will be installed under this project. The portion from the right-of-way to the home will be the responsibility of the homeowner.

7. Hydraulic Calculations

The hydraulic conditions of the proposed system were calculated using the WaterCAD hydraulic modeling software. The hydraulic analysis of the system includes the evaluation of available pressures and flows for the proposed Water District.

Hydraulic analysis of the system included the evaluation of available pressures and flows during minimum day (average day ÷ 4), average day, maximum day (average day x 2), and peak hour (average day x 6) demand conditions. This analysis also evaluated the available fire flows under maximum day demands and determined the age of the water in the distribution system.

The hydraulic analysis of the system indicates that adequate flows and pressures are available in the proposed system. Pressures in the new system range from 53 psi to 135 psi during average demand periods. Fire flows generally range from 631 gpm to 3,250 gpm in the proposed system. The project will meet NYSDOH standards and provide adequate fire flow.

**B. Cost Estimate**

The estimated total capital cost for the Townline Water Project is detailed in Appendix B and summarized as follows:

Construction cost with 5% Contingency	\$5,573,232
Legal & Administrative Costs	<b>\$122,000</b>
Engineering Costs	<b>\$192,000</b>
Services During Construction	\$228,000
<hr/>	
Total Estimated Project Cost	\$6,115,230

Each District will bond separately for their share of the improvements. Several large dairy farms in the Town of Batavia and the Town of Elba have entered into agreements with their respective Towns to provide contributions to the project, making it more affordable to all. Those agreements are included as Appendix F.

The funding and financing for the project will be provided by each of the proposed water districts. The total cost will be divided proportionally among the Districts so that every benefit unit in each district will pay equally toward the debt over the life of the bonding. Each District will own its proportionate share of the constructed facilities.

C. Town of Batavia Water Rate Information

- The current water rate is \$4.47 per 1,000 gallons of water used

D. Definition of a Unit

The Water District Benefit Basis Unit Definition is included in Appendix C. A summary is as follows:

Residential Property - Single	1 Unit
Residential property — Double	1.5 Units
Residential Property — Triple	2.0 Units
Developable Vacant Lot	0.1 Unit

(Does not include land in Agricultural Districts or outside of the Smart Growth Area. These parcels are assessed a flat \$10/year for the benefit of being in a Water District)

Non-Residential — Based on required/actual water usage

Where: Number of Units = Usage/300GPD

## VII. Annual Operating Budget

A1. Proposed Batavia North Water District Unit Costs

The estimated average water district unit costs for the Town of Batavia are as follows:

Total Capital Project Cost	\$6,115,230
District Share	\$3,081,191
Annual Debt Service (38 years, 3%)	\$136,988
<u>Annual Farmer Contribution</u>	<u>\$32,175</u>
Annual Debt after Farmer Contributions	\$104,813
Annual Debt Service/Unit (145 units)	\$723
Average Annual Water Cost/Unit	\$273
(\$4.47/1,000 gallons @ 61,000 gal. /year)	
<b>Total Estimated Average Unit Cost</b>	<b>\$996 per year</b>

A2. Proposed Oakfield Water District No. 6 Unit Costs



The estimated average water district unit costs for the Town of Oakfield are as follows:

Total Capital Project Cost	\$6,115,230
District Share	\$1,268,248
Annual Debt Service (38 years, 3%)	\$56,385
Annual Debt Service/Unit (78 units)	\$723



Average Annual Water Cost/Unit	\$273
(\$4.47/1,000 gallons @ 61,000 gal. /year)	
<b>Total Estimated Average Unit Cost</b>	<b>\$996 per year</b>

A3. Proposed Elba Water District No. 1 Unit Costs

The estimated average water district unit costs for the Town of Elba are as follows:

Total Capital Project Cost	\$6,115,230
District Share	\$1,765,791
Annual Debt Service (38 years, 3%)	\$78,506
<u>Annual Farmer Contribution</u>	<u>\$15,617</u>
Annual Debt after Farmer Contributions	\$62,889
Annual Debt Service/Unit (87 units)	\$723
Average Annual Water Cost/Unit	\$273
(\$4.47/1,000 gallons @ 61,000 gal. /year)	
<b>Total Estimated Average Unit Cost</b>	<b>\$996 per year</b>

**B**                    **Other Costs**

Service line	\$ 8-20/LF
Well abandonment or separation	\$ 200-600

**VIII. Miscellaneous Information**

A.                    "Options for well abandonment"

1. Abandon the well.
2. Keep well but separate it from public water plumbing.
3. Keep well and install backflow prevention.

B.                    Service line information

1. A service line (up to R.O.W. line) will be installed to all residents.
2. There will be no future hook up charge for those that do not connect right away.

**IX. Conclusions**

The Towns of Batavia, Elba, and Oakfield are committed to providing safe and reliable potable water supply and fire protection to the residents in the project area. The Townline Water Project will be

instrumental in achieving that goal.

**Second:** Councilman Cianfrini  
**APPROVED UNANIMOUS vote (5-0)**

**RESOLUTION NO. 67—INTERMUNICIPAL AGREEMENT OR OPERATION & MAINTENANCE OF WATER DISTRICT 6**

Councilman Kabel offered the following:

**INTERMUNICIPAL AGREEMENT FOR OPERATION AND MAINTENANCE OF WATER FACILITIES FOR THE TOWNLINE WATER PROJECT**

**THIS AGREEMENT**, made the 12<sup>th</sup> day of August, 2014, 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 ELBA**, a Municipal Corporation of the State of New York, with offices located at Maple Avenue, Elba, New York 14058, (hereinafter "Elba"); 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**, Elba has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County will supply an adequate quantity of water for use by Elba's residents who will require water services, and

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

**WHEREAS**, Stafford had previously entered into a Water Supply Agreement with the Monroe County Water Authority, (hereinafter "MCWA"), whereby the MCWA supplies an adequate quantity of water for use by Stafford's residents obtaining water services, and

**WHEREAS**, the four Towns intend to construct, operate and maintain a joint water distribution system referred to as the Townline Water Project, (hereinafter "Project"), and

**WHEREAS**, this Project will consist of the construction of approximately 104,700 linear feet of new 8 inch and 12 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, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and the Batavia-Stafford Townline Road, (hereinafter referred to collectively as the "Facilities"), and

**WHEREAS**, Batavia, in furtherance of this Project, intends to form and establish the Batavia North Water District, (hereafter "Batavia North"), and

**WHEREAS**, Elba, in furtherance of this Project, intends to form and establish Water District No. 1, (hereafter "Elba 1"), and

**WHEREAS**, Oakfield, in furtherance of this Project, intends to form and establish Water District No. 6, (hereafter "Oakfield 6"), and

**WHEREAS**, Stafford, in furtherance of this Project, intends to form and establish Water District No. 10, (hereafter "Stafford 10"), and

**WHEREAS**, the Facilities will be constructed and financed as set forth in a document, entitled "Map, Plan and Report for the Town of Batavia: Batavia North Water District, Town of Elba: Water District No. 1, Town of Oakfield: Water District No. 6, and

**WHEREAS**, it is intended that the Facilities will be jointly owned by all four Towns based upon their respective percentages; calculated by using the number of units in each respective District as the numerator and dividing this number by the total number of units in the entire Project as the denominator, and

**WHEREAS**, since the Monroe County Water Authority will be operating and maintaining any portion of the Facilities located within the Town of Stafford, and also providing all billing services to these Stafford residents, it is not necessary for Stafford to become a part of this Agreement, and

**WHEREAS**, the Towns of Elba 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 percentages of the Facilities owned by the other two Towns 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. Elba, individually and on behalf of its Water District No. 1; as well as Oakfield, Individually and on behalf of its Water District No. 6, do hereby lease their respective percentages of 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 all three Towns 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 in its sole discretion. Batavia's Rate Schedule currently requires payment by each customer for water service to be charged at the rate of \$4.47 per 1,000 gallons of water used, with this cost determined as follows:

A. Purchase	\$2.09
B. Genesee County Surcharge	\$0.60
C. Capital Reserve	\$0.18
D. Operation and Maintenance	\$1.60

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. During the term of this Agreement, users in all three Towns will pay the same water rate.

6. The Towns of Elba 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 based upon a percentage of the total cost of such capital improvement which is respectively equal to the percentage of ownership of the Project Facilities owned by each respective Town. The respective percentages will be calculated by using the total debt service in each respective District as the numerator, and dividing this number by the total debt service of the entire Project as the denominator.

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 at its sole discretion. However, Batavia agrees to inform the other three Towns at least thirty (30) days prior to implementing any such amendments.

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 Batavia North, Elba 1 and Oakfield 6 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, Elba 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 relaying upon tax bills.

12. Elba 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 Batavia, Elba and Oakfield, according to the terms set forth in any Water Supply Agreement in effect or as amended, by and between Genesee County and the respective three Towns.

14. Customers within the three 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 three Towns.

15. Any and all extensions of any of the three 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. A map of the proposed three Water District service area to be served by the Town is annexed hereto and made a part of this Agreement as **EXHIBIT A**. This map shall be amended as necessary from time to time to reflect any customers added by any of the three Water Districts. Any such amendment that expands or extends Elba 1 and Oakfield 6, shall be approved by Batavia and shall not negatively affect supply or service to existing Batavia customers.

17. Elba and Oakfield agree that Batavia may use the Facilities of the three 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 three Water Districts within the Project area. Batavia agrees that such use by it if the Facilities shall not reduce below accepted standards (as established by applicable Federal and State Laws, Rules and Regulations and Batavia's Ordinance), supply or pressure of water to be furnished by Batavia to the residents and inhabitants within the three Districts and/or other water customers within the three Towns.

18. Batavia agrees that service to other areas outside of the initial three 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, Elba and Oakfield, and any amendments thereto.

19. All extensions to any of the three 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 <sub>5</sub> event that Elba 1 and/or Oakfield 6 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. The three Towns on behalf of the three 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 three 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.

22. As a condition of the approval, the Towns of Batavia, Elba 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. Elba and Oakfield shall have the right to request that Batavia temporary 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 Elba I and/or Oakfield 6 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. Elba 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.

**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 ELBA

(SEAL)

\_\_\_\_\_  
Andrew J. Wormuth, Supervisor

TOWN OF OAKFIELD

(SEAL)

\_\_\_\_\_  
Carol L. Glor, Supervisor

State of New York }  
County of Genesee } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 \_\_\_\_\_, 2014, before me, the undersigned, personally appeared Andrew J. Wormuth, 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

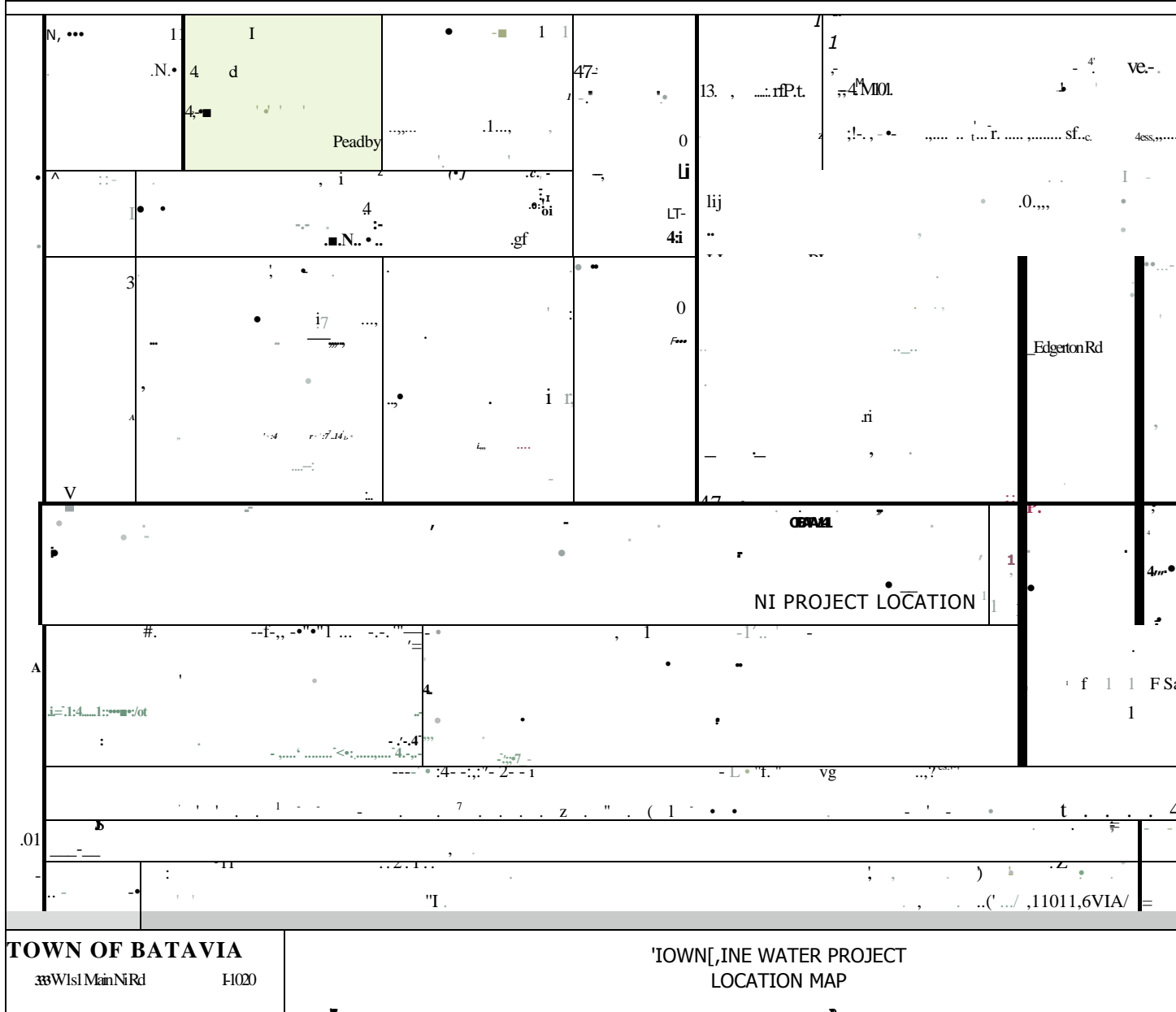
State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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.

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Notary Public

**Second:** Councilman Martin  
**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin  
**APPROVED UNANIMOUS vote (5-0)**



**TOWN OF BATAVIA**  
 33W1st Main Ni Rd H020

**TOWNLINE WATER PROJECT  
 LOCATION MAP**

**RESOLUTION NO. 68—RESOLUTION TO APPROVE TWO INTERMUNICIPAL AGREEMENTS FOR THE TOWNLIN WATER PROJECT**

Deputy Supervisor Veazey offered the following:

**RESOLUTION TO APPROVE TWO INTERMUNICIPAL AGREEMENTS FOR THE TOWNLIN WATER PROJECT**

**WHEREAS**, the Towns of Batavia, Elba and Oakfield intend to construct, operate and maintain a joint water distribution system, referred to as the Townline Water Project, (hereinafter “Project”), and

**WHEREAS**, each of the three Towns intend to form and establish three separate Water Districts and

**WHEREAS**, it is intended that this water distribution system will be jointly owned by all three Towns, based upon certain percentages relating to the number of units in each respective Town, and

**WHEREAS**, the Towns intend to enter into one Intermunicipal Agreement with regard to the ownership, engineering, design, construction and financing for this Project; as well as a separate Intermunicipal Agreement for the operation and maintenance of the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Oakfield, New York, that a proposed “Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project”, a copy of which is to be made a part of the Town Board Minutes, is hereby approved, and

**BE IT FURTHER RESOLVED** that a proposed “Intermunicipal Agreement for Operation and Maintenance for Water Facilities for the Townline Water Project”, a copy of which is to be made a part of the Town Board Minutes, is also hereby approved, and

**BE IT FURTHER RESOLVED** that the Town Supervisor is hereby authorized and directed to sign both Agreements on behalf of the Town of Oakfield and to take whatever steps are necessary to implement and effectuate the terms and conditions of both of these Agreements.

Dated: August 12, 2014

**Second:** Councilman Kabel

**APPROVED UNANIMOUS vote (5-0)**

An incident report was filed in the Clerk's office regarding two boys who were left in the park after hours. The Park had attended a field trip; and the two boys were not picked up at the 4:00 pm time. After waiting approximately an hour and a half with the Director and Counselor calling the emergency phone number's provided a member of the Youth Recreation Board told the girls (Director & Counselor) to go ahead and drive the boy's home. This put the Town in a bad situation; new guidelines for the park will be presented to the Board and passed before next year's program.

Town Clerk Haacke reminded the Board that a checking account would need to be established for Water District No. 4. The Board was in agreement and gave authorization to the Supervisor and Town Clerk to set this account up with M&T Bank.

Town Clerk Haacke stated that things are shaping up for Labor Days.

The Town Clerk is also working with the Betterment Committee and the Historical Society to plan the 175<sup>th</sup> Anniversary of the Town in 2017.

Town Clerk Haacke will be out of the office August 15<sup>th</sup> and September 5<sup>th</sup>; Deputy Sherrie Rodriguez will be available.

### **SUPERVISOR**

The Supervisor's report is available for review

### **LIBRARY LIAISON**

The window will be getting fixed

The Library Board requested a 2% increase in their budget for 2015

### **WATER DISTRICT NO. 7**

Jeremy DeLeyser of Clark Patterson Lee explained to the Board that there was an error in the cost estimate for Water District 7. This error has been corrected; originally the cost showed \$1.4 million but the actual cost is \$1.7 million. With the \$750,000.00 grant and the poverty rate of interest the unit cost remains the same at \$1,056.

The Board has two options at this time; either pass new petitions and have the residents sign them again. Or have the Town Board create the district by Resolution with permissive referendum. **MOTION** Councilman Cianfrini, second Councilman Martin to create Water District No. 7 by Board Resolution.

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin

**MOTION carried by unanimous vote (5-0)**

The updated Map, Plan and Report was presented to the Clerk during this meeting for Water District No. 7.

### **WATER DISTRICT NO. 3**

Wish list items: Remote readers on Village behalf

800 radios for all town & village

No out of pocket costs for readers; 50% reimbursement depending on administrative expenses

All subject to Rural Development approval

New maps were presented to the Board for Water, Growth potential and sewer

### **OLD BUSINESS**



**MOTION** Councilman Martin, second Deputy Supervisor Veazey to create a line item in the 2015 Budget for Building Reserve in the amount of \$100,000.00.

**Ayes:** Glor, Veazey, Cianfrini, Kabel, Martin

**MOTION carried by unanimous vote (5-0)**

A Public Hearing to announce the expansion on the building is scheduled for September 30<sup>th</sup> at 7:00 pm. At the Oakfield Town Hall.

The O&M Contract with the Village was tabled

The November meeting date has been changed to November 12, 2014 due to Veteran's Day

**ADJOURNMENT:** motion Deputy Supervisor Veazey, second Councilman Martin to adjourn the meeting at 9:35 pm.

Respectfully submitted,

Melissa M. Haacke,  
Town Clerk