

**TOWN OF OAKFIELD**

**BOARD MEETING**

**OCTOBER 13, 2015**

**ROLL**

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

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highways Dennis  
Assessor Flansburg  
CEO/ZEO Mikolajczyk  
Jeremy DeLyser, Clark Patterson Lee

Supervisor called the meeting to order at 7:02 pm followed by the Pledge to the Flag.

**MINUTES**

**September 8, 2015 Regular Town Board Meeting:** Motion Councilman Martin, second Councilman Kabel to approve the minutes as written.

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

**MOTION carried vote (4-0)**

**JUSTICE**

Justice Graham has the JCAP grant packet ready to go out.

**CEO/ZEO**

Report available for review.

**HIGHWAY SUPERINTENDENT**

Mostly working on the building.

Restoration needs to be completed on WD5.

Getting ready for winter and working on getting trucks inside.

**HISTORICAL SOCIETY**

Darlene Warner and Laurie Nanni were in attendance from the Oakfield Historical Society.

Mrs. Nanni stated they have had a successful year. The Historical Society participated in the Tri County Museum Crawl, Darlene just sent a new book to the printer, the roof is approximately half done, repairs done to bathroom, Night with the Spirits will be October 29<sup>th</sup> and they are planning for next year!!

Mrs. Nanni also stated they are working on a self-guided tour for the Town's 175<sup>th</sup> Anniversary.

There will also be a cemetery tour next year.

Councilman Cianfrini returned to the meeting at 7:26 pm.

**TOWN CLERK**

**Abstract No. 10-2015: MOTION** Councilman Kabel, second Deputy Supervisor Veazey to authorize the following:

General Fund	326-386	\$847,604.11
Part Town B	24-15	\$ 839.38
Highway DA	91-102	\$ 67,878.53
Highway DB	44-50	\$ 10,029.09
Special Districts	71-73	\$ 83,836.43
TOTAL		\$1,010,187.54

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

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

The Town Clerk has been selected for Grand Jury and has to report every other Tuesday until the end of December.

Sample building use policies from other towns have been sent to the Board, the Town Clerk will review them, compile a use policy that may work for the Town of Oakfield and submit that to the Board.

**RESOLUTION NO. 33-2015—RESOLUTION ADOPTING LOCAL LAW NO. 1 OF 2015**

Councilman Cianfrini offered the following:

**WHEREAS**, proposed Local Law No. 1 of 2015 of the Town of Oakfield entitled “A Local Law to Override the Tax Levy Limit Established in General Municipal Law § 3-c for Fiscal Year 2016”, which proposed Local Law in its final form was presented to the Town Board at the meeting held on September 8, 2015, and a copy thereof was kept with the Town Clerk and copies both laid upon the desk of the members of said Town Board Members and mailed to each member of the Town Board Members not in attendance at said meeting; and

**WHEREAS**, a public hearing on the advisability of enacting said proposed Local Law was held on October 13, 2015, before this Town Board, pursuant to public notice duly published in The Daily News according to law, at which time all interested persons were heard; and

**WHEREAS**, the Town Board of the Town of Oakfield, New York is of the opinion that adoption of said proposed Local Law No. 1 of 2015 is in the best interest of the Town of Oakfield, New York,

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Oakfield, New York that said proposed Local Law No. 1 of 2015 be and the same hereby is adopted; and

**BE IT FURTHER RESOLVED**, that a certified copy of said Local Law No. 1 of 2015 be filed with the New York State Secretary of State in accordance with the Law.

Dated: October 13, 2015

**Second:** Deputy Supervisor Veazey

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

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

**RESOLUTION NO. 34-2015—RESOLUTION TO APPROVE TWO AMENDED INTERMUNICIPAL AGREEMENTS FOR THE TOWNLINE WATER PROJECT**

Councilman Cianfrini offered the following:

**WHEREAS**, it was originally intended that the Towns of Batavia, Elba, Oakfield and Stafford would construct, operate and maintain a joint water distribution system, referred to as the Town line Water Project, (hereinafter “Project”), and

**WHEREAS**, the three Towns of Batavia, Elba and Oakfield have already formed their respective three Water Districts and construction has commenced upon portions of the Project located within these three Towns, and

**WHEREAS**, on September 14, 2015, the Town of Stafford established its respective Water District No. 10 for its portion of the Project, and

**WHEREAS**, the Town of Stafford will be shortly submitting an Application to the New York State Comptroller’s Office to approve its portion of the Project, and

**WHEREAS**, the three Towns of Batavia, Elba and Oakfield will jointly own the portion of the Project within these three Towns based upon certain percentages relating to the number Units in each of these respective three Towns, and

**WHEREAS**, it is being proposed that the Town of Stafford will solely own the portion of the Project located on Fotch Road in the Town of Stafford, and

**WHEREAS**, the Town of Batavia, Elba and Oakfield entered into an Intermunicipal Agreement, dated August 21, 2014, with regard to the ownership, engineering, design, construction and financing for this Project, and

**WHEREAS**, the aforesaid three Towns entered into another Intermunicipal Agreement, dated August 21, 2014, with regard to the operation and maintenance of the Joint Facilities within their respective Towns, and

**WHEREAS**, amendments to both these Intermunicipal Agreements have been proposed in order to add the Town of Stafford to the rights, duties, terms and conditions of the two aforesaid existing Intermunicipal Agreements.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board fo the Town of Oakfield, New York, that a proposed “Amended 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 “Amended Intermunicipal Agreement for Operation and Maintenance or the Water Facility for the Townline Water Project”, a copy of which is to be made 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 Amended 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 Amended Agreements.

Dated: October 13, 2015

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

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

**THIS AMENDED AGREEMENT**, made the 13<sup>th</sup> day of October, 2015, 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"); 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"); and the **TOWN OF STAFFORD**, a Municipal Corporation of the State of New York, with offices located at 8903 Route 237, Stafford, New York 14143, (hereinafter "Stafford"), (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, has formed and established the Batavia North Water District, (hereafter "Batavia North"), and

**WHEREAS**, Elba, in furtherance of this Project, has formed and established Water District No. 1, (hereafter "Elba 1"), and

**WHEREAS**, Oakfield, in furtherance of this Project, has formed and established 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; as well as a "Map, Plan and Report for the Town of Stafford Water District No. 10 in Conjunction with the Townline Water Project", (hereinafter "MPR1" and "MPR2", respectively, or "MPRs" collectively), and

**WHEREAS**, it was originally intended that all four Towns would simultaneously own a percentage of the entire Joint Facilities, and

**WHEREAS**, it is intended that Batavia will provide all operation and maintenance services to the entire Joint Facilities located within all four Towns, and

**WHEREAS**, the MCWA has agreed to allow Batavia to perform these operation and maintenance services to the facilities located in the Town of Stafford in Stafford 10; subject to the condition that MCWA retains its right to re-assert providing operation and maintenance services to Stafford 10, in the event that these facilities are used to provide water service to any other portion of the Town of Stafford, and

**WHEREAS**, in order to accommodate the position of the MCWA, it is necessary that Stafford retains ownership of the portion of the Joint Facilities located on Fotch Road within its Town, and

**WHEREAS**, the Towns of Elba, Oakfield and Stafford 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 three Towns in order to perform the services and responsibilities as set forth herein, pursuant to the terms and conditions of this Amended 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 Amended Agreement. Since pursuant to an "Amended Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project", to be executed simultaneously with this Amended Agreement, the Town of Stafford will own all of the facilities to be located upon Fotch Road in the Town of Stafford; Stafford, individually and on behalf of its Water District No. 10 does lease this said portion of the facilities to the Town of Batavia for the term as set forth in this Amended Agreement.

2. The leased Facilities include replacements, additions, betterments and improvements, which may hereinafter during the term of this Amended 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 four 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 \$4.60 per 1,000 gallons of water used, with this cost determined as follows:

A. Purchase	\$2.15
B. Genesee County Surcharge	\$0.60
C. Capital Reserve	\$0.47
D. Operation and Maintenance	\$1.38

5. No later than at least forty-five (45) days in advance, Batavia will provide to the other three 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 four Towns shall meet at least once, to discuss the proposed rate change issue. During the term of this Amended Agreement, users in all four Towns will pay the same water rate.

6. The Towns of Elba, Oakfield and Stafford 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 Amended 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 the Towns of Elba and Oakfield shall be responsible to pay for or to reimburse Batavia for any capital expenses in either Batavia, Elba or Oakfield, 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 of these three respective Towns. 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 Project within Batavia, Elba and Oakfield, as the denominator. Stafford will be responsible to pay for or to reimburse Batavia for all capital expenses upon any portion of the Facilities located on Fotch Road within the Town of Stafford.

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 three Towns.

10. Batavia shall read all meters and invoice the customers of the Batavia North, Elba 1, Oakfield 6 and Stafford 10 Water Districts.

11. All Batavia invoices to the Water District customers included in this Amended 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, Oakfield and Stafford 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 relevying upon tax bills.

12. Elba, Oakfield and Stafford, upon request by Batavia, shall make payments to Batavia for any water bills of customers within their respective three 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, Oakfield and Stafford 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 four 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 four 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 four Water District service area to be served by the Town is annexed hereto and made a part of this Amended 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, Oakfield 6 and Stafford 10, shall be approved by Batavia and shall not negatively affect supply or service to existing Batavia customers.

17. Elba, Oakfield and Stafford agree that Batavia may use the Facilities of the four 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 four 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 four Districts and/or other water customers within the four Towns.

18. Batavia agrees that service to other areas outside of the initial three Water Districts of Batavia, Elba and Oakfield 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. Batavia agrees that service to areas outside of the initial portion of Stafford 10 within the Project area shall comply with the requirements of any and all existing Water Supply Agreements with the Monroe County Water Authority and the Town of Stafford, and any amendments thereto.

19. All extensions to any of the four Water Districts within the initial Project area, after the execution of this Amended 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 Elba 1 and/or Oakfield 6 and/or Stafford 10, 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 four Towns on behalf of the four 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 four 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 Amended 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. This Amended Agreement is subject to the consent and approval of the Monroe County Water Authority.

24. As a condition of the approval, the Towns of Batavia, Elba and Oakfield, individually and on behalf of its respective Water Districts, agree that if there are any extensions of water service within the Town of Stafford connecting to the Townline Water Project facilities on Fotch Road, the Monroe County Water Authority, in its sole discretion, retains the right to operation, maintain, and otherwise exercise all rights with regard to the customers in Stafford 10 in the same manner that it provides these services to residents in all other Water Districts within the Town of Stafford.

25. 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.

26. 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.

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

28. Elba, Oakfield and Stafford 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.

29. If Batavia deems that there is a condition in Elba 1 and/or Oakfield 6 and/or Stafford 10 that could contaminate the water supply, Batavia will notify the other three Towns and the respective three 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.

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

31. Elba, Oakfield and Stafford 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.

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

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

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

35. This Amended 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.

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

37. No waiver of compliance with any provision or condition of this Amended 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.

38. 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.

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

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

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

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

B. This Amended 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 Amended Agreement the day and year first written above.

TOWN OF BATAVIA

(SEAL)

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Gregory H. Post, Supervisor

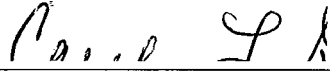
TOWN OF ELBA

(SEAL)

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

TOWN OF OAKFIELD

(SEAL)

  
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Caro L. or, Supe or

TOWN OF STAFFORD

(SEAL)

\_\_\_\_\_  
Robert S. Clement, Supervisor

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015, 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.

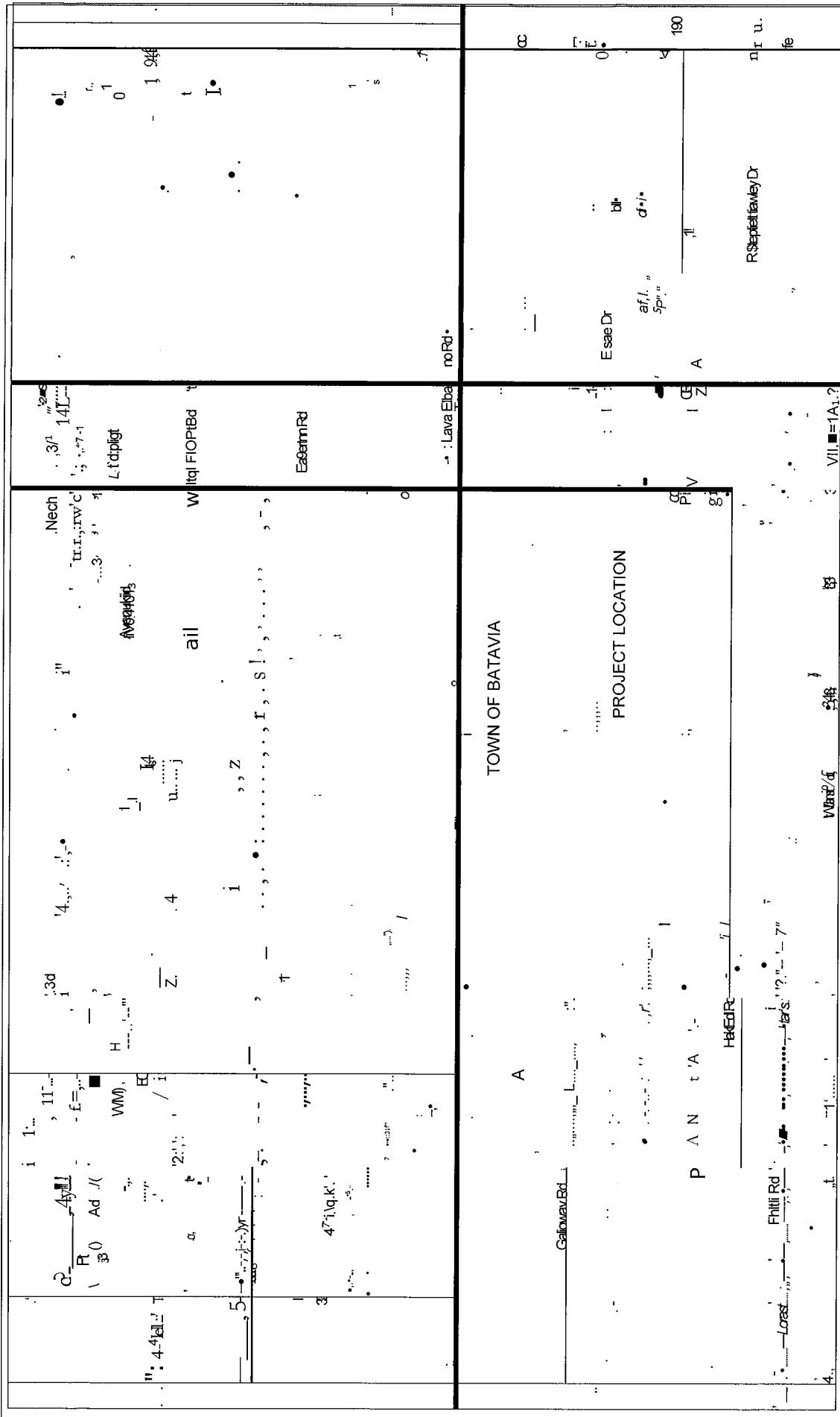
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared Carol L. Glor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same 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

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared Robert S. Clement, 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



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LOWLINE WAITION  
3101 Wcsi Main St Rd 11020  
OWN IN SLUT OF NEW YORK



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

**THIS INTERMUNICIPAL AGREEMENT**, made the 13th day of October 2015, 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"); 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"); and the **TOWN OF STAFFORD**, with offices located at 8903 Route 237, Stafford, New York 14143, (hereinafter "Stafford"); (hereinafter referred to collectively as the "Towns").

**WITNESSETH:**

**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 BataviaOakfield 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 "Joint Facilities"), and

**WHEREAS**, Batavia, in furtherance of this Project, has formed and established the Batavia North Water District, (hereafter "Batavia North"), and

**WHEREAS**, Elba, in furtherance of this Project, has formed and established Water District No. 1, (hereafter "Elba 1"), and

**WHEREAS**, Oakfield, in furtherance of this Project, has formed and established 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 the documents, 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"; as well as a "Map, Plan and Report for the Town of Stafford Water District No. 10 in Conjunction with the Townline Water Project", (hereinafter "MPR1" and "MPR2 respectively, or "MPRs" collectively), and

**WHEREAS**, it was originally intended that all four Towns would simultaneously own a percentage of the entire Joint Facilities, and

**WHEREAS**, the Monroe County Water Authority, (hereinafter "MCWA"), by agreement does provide exclusive retail water service; as well as all operation and maintenance services for all past, present and future water facilities located within the Town of Stafford, and

**WHEREAS**, it was initially intended that Batavia would provide all operation and maintenance services to the entire Joint Facilities located within all four Towns, and

**WHEREAS**, the MCWA has agreed to allow Batavia to perform these operation and maintenance services to the facilities located in the Town of Stafford in Stafford 10; subject to the condition that MCWA retains its right to re-assert providing operation and maintenance services to Stafford 10, in the event that these facilities are used to provide water service to any other portion of the Town of Stafford, and

**WHEREAS**, in order to accommodate the position of the MCWA, it is necessary that Stafford retains ownership of the portion of the Joint Facilities located on Fotch Road within its Town, and

**WHEREAS**, it is now intended that the three Towns of Elba, Oakfield and Batavia shall jointly own the Facilities located within these three Towns, in the percentages as set forth herein, and

**WHEREAS**, Batavia, Elba, Oakfield and Stafford intend to simultaneously, with the execution of this Amended Agreement, execute an "Amended 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 in all four Towns, and

**WHEREAS**, the number of Units set forth in the figures within Paragraphs 3, 5, 7, 8(D) and 10 in the original "Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project" did not include the equivalent Farm Units for the Towns of Batavia and Elba, and these figures are being corrected herein.

**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 all of both MPRs, which are incorporated and made a part hereof by reference. A copy of these Map, Plan and Reports are annexed hereto, without the Appendices referred to therein, as **EXHIBIT A** and **EXHIBIT B**, respectively.

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

3. Initially, Batavia North will consist of 186.5 Units (142.0 Units + 44.5 Farm Units); Elba 1 will consist of 105.6 Units (84.0 Units + 21.6 Farm Units); Stafford 10 will consist of 9.0 Units; and Oakfield 6 will consist of 75.0 Units. (As used herein, the word "will" is to be given exclusively mandatory effect.)

4. Batavia, Elba and Oakfield will own a percentage of the Joint Facilities located within these three Towns, which will not change throughout the term of this Amended Agreement.

5. Batavia will own 51% of the portion of the Joint Facilities located within Batavia, Elba and Oakfield; Elba will own 29%; and Oakfield will own 20%. These percentages were determined by dividing the initial respective Units in these three Towns, [Batavia (186.5); Elba (105.6); Oakfield (75.0), by the initial total number of Units (376.1) within these three Towns.

6. Stafford will own all of the portion of the Joint Facilities located within the Town of Stafford located on Fotch Road, and the other three Towns will not own any percentage thereof

7. As set forth in both MPRs, each Town will finance its share of the Project capital costs in accordance with its proportionate share of respective ownership of the entire 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.

8. 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 (376.1), which equals \$16,259.59, and then multiplying that number by the respective number of Units in each Town; resulting in the following amounts:

- A. Batavia: \$3,032,413 ( $\$16,259.59 \times 186.5$  Units)
- B. Elba: \$1,717,012 ( $\$16,259.59 \times 105.6$  Units)
- C. Oakfield: \$1,219,469 ( $\$16,259.59 \times 75.0$  Units)
- D. Stafford: \$146,336 ( $\$16,259.59 \times 9.0$  Units)

9. 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 four Towns in writing, executed by all four 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 P<sup>t</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. It is estimated that the initial annual debt service payment will be \$134,819.00 for Batavia; \$76,337.00 for Elba; \$6,506.00 for Stafford; and \$54,217.00 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 four 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 119-0 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 Amended Agreement, as per Paragraph 20 herein.

10. 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 11 and 12 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.

11. The annual Unit debt charge will always be the same for all four Towns and will be calculated by dividing the total annual debt, after subtracting the Farmer Contributions, (initially \$271,879.00; although this figure may be decreased as set forth in the Farm Agreements) by the total number of Units in all four Town Water Districts. Initially, the total Units will be 376.1 and the estimated annual per Unit debt charge, assuming a loan amount at 3% for 38 years, will be approximately \$723.00 ( $\$271,879.00 \div 376.1 \text{ Units} = \$723.00$ ).

12. 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.

13. 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 four Parties. The auditor will submit a copy of the audit report to the Manager and to all four Parties for information and for use in future discussions concerning the Project.

14. 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.

15. 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.

16. 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.

17. With the exception of the three areas set forth above in Paragraph 16, 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.

18. With the exception of the three areas set forth in Paragraph 16, the Parties hereby authorize the Town of Batavia to execute all documents necessary to complete the Townline Water Project.

19. Each Party will pay its respective percentage based upon its respective "Project Ownership Interest", 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. Even though Stafford will own all of the facilities located within Stafford located on Fotch Road, for the purpose of dividing payment of the respective costs, the "Project Ownership Interest" shall be calculated by dividing the respective Units in each of the four Towns by the total Units in the entire Project, including the Farm Units, as follows:

- A. Batavia:  $186.5 \div 376.1 = 50\%$
- B. Elba:  $105.6 \div 376.1 = 28\%$
- C. Oakfield:  $75.0 \div 376.1 = 20\%$
- E. Stafford:  $9.0 \div 376.1 = 2\%$

20. It is hereby acknowledged that prior to the date of the execution of this Amended Agreement, all four of the Towns have incurred costs and expenses and made disbursements that are directly related to the Project. All four Towns are also responsible to pay its respective Project Ownership Interest, as per Paragraph 19 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 three Towns, and will pay the required sums to reimburse each Claimant Town, minus the Claimant's Project 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.)

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

22. 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.

23. The four 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 four Members will have equal voting powers.
- B. It will take four (4) 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 four 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 four 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 (Elba Supervisor) will automatically become the Chairperson and the Oakfield Supervisor will be the Secretary. In 2016, the Oakfield Supervisor will become Chairperson and the Stafford Supervisor will become the Secretary. In 2017, the Stafford Supervisor will become Chairperson and the Batavia Supervisor will become the Secretary. This rotation, in the order herein, will continue in each of the succeeding years during the term of this Amended 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 Amended Agreement to the contrary, the JPC will have the sole right and authority for all four 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 four 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 four 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.

24. Other than the aforementioned "Amended Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project", hereby replacing the "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 Amended Agreement. No changes, addition or deletions of any portions of this Amended Agreement will be valid or binding upon the Parties hereto, unless the same is approved in writing by the Parties.

25. This Amended Agreement may not be assigned by any Party, in whole or in part, without the prior written consent of all four of the Parties.

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

27. This Amended 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.

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

29. No waiver of compliance with any provision or condition of this Amended 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.

30. 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.

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

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

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

A. This Amended Agreement may be terminated or extended upon a written instrument executed by all four Parties herein.

B. This Amended 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 Amended 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*

Carol L. Glor, Supervisor

TOWN OF STAFFORD

(SEAL)

---

Robert S. Clement, Supervisor

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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.

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Notary Public

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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.

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Notary Public

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

State of New York}  
County of Genesee} ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared Robert S. Clement, 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

# **Map, Plan, and Report**

**For The**

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



**T ownline Water Project**

**March 2014**

**EXHIBIT A**

**Town of Elba: Water District No. 1**  
**Town of Oakfield: Water District 6**

**Known As**

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## **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.

	<b><i>2000 Census Population</i></b>	<b><i>2010 Census Population</i></b>	<b><i>Percent Change</i></b>
<b><i>Town of Batavia -</i></b>	5,915	6,809	15.1%
<b><i>Town of Elba -</i></b>	2,439	2,370	-2.8%
<b><i>Town of Oakfield -</i></b>	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 1.

#### **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

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## 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  $\div$  4), average day, maximum day (average day  $\times$  2), and peak hour (average day  $\times$  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	\$122,000
Engineering Costs	\$192,000
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

A 1. 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 (\$4.47/1,000 gallons @ 61,000 gal. /year)	\$273
<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 (\$4.47/1,000 gallons @ 61,000 gal. /year)	\$273
<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 property owner's well.

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.



# **Map, Plan, and Report**

**For The**

**Town of Stafford  
Water District No. 10**

**March 2014**



**EXHIBIT B**

**In Conjunction With**  
**Townline Water Project**

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## **I. General**

The Town of Stafford has 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 district.

## **II. Project Planning Area**

### **A. Location**

The project area has been identified through public interest. The Stafford Water District No. 10 will contribute to the costs of the proposed Batavia North Water District, Town of Elba Water District No. 1, and Town of Oakfield Water District No. 6, referred to as the Townline Water Project. That project 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 Townline Water Project to be constructed by Batavia, Elba, and Oakfield, will serve a total of approximately 9 units in the proposed Town of Stafford Water District No. 10 along Batavia-Stafford Townline Road and is shown as the solid red line in Figure

### **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 District area is primarily residential and agricultural. The total census population of the Town of Stafford in 2010 was 2,459. This shows a 2.1% increase since the 2000 of 2,409.

### **III. Existing Facilities**

#### **A. Location Map**

The existing private well area is shown by the location of the proposed facilities that will serve the Town of Stafford Water District No. 10 in Figure 1.

#### **B. History**

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

#### **C. Condition of Facilities**

The Town of Stafford has 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	1,500 gpd
Maximum Day	3,000 gpd
Peak Hour	6,000 gpd

The future demands for the proposed service area will utilize a 2% increase per year. This increase takes into account 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 find-

ings 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 District.

#### 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 — Connect to the Batavia North Water District, Town of Elba Water District No. 1, and Town of Oakfield Water District No. 6

This proposed action includes the connection to the Townline Water Project: Batavia North Water District, Town of Elba Water District No. 1, and Town of Oakfield Water District No. 6 along Batavia-Stafford Townline Road.

3. Alternative 3 — New Individual Water Treatment Systems

This alternative includes the establishment of a local source or multiple sources. The capital and long-term costs make this alternative prohibitive.

## B. Design Criteria

The proposed Townline Water Project will be designed in accordance with New York State Department of Health standards and Tend 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 the 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	\$146,336 <sup>(1)</sup>	\$270,000

(1) Proportionate share of the Batavia North Water District, Town of Elba Water District No. 1, and Town of Oakfield No. 6

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#### H. Advantages/Disadvantages

Alternative 2 is the most viable alternative as it is consistent with the goals and needs of the Town of Stafford. 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 district will receive water from Genesee County and the City of Batavia Water Systems.

##### 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 district. 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 district. 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. Monroe County Water Authority will provide retail service to the residents.

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  $\pm$  4), average day, maximum day (average day  $\times$  2), and peak hour (average day  $\times$  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 57 psi to 70 psi during average demand periods. Fire flows generally range from 630 gpm to 700 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:

<b>Total Estimated Townline Water Project Cost \$6,115,230</b>	
Town of Stafford Water District No. 10 Share	\$ 146,336

The Town of Stafford Water District No. 10 would own its proportionate share of the facilities constructed under the Townline Water Project.

**C. Monroe County Water Authority Water Rate Information**

1. The current water rate is \$3.26 per 1,000 gallons of water used
2. Daily meter charge (up to 3/4" meter) is \$0.19 per day a.  
\$1.11 per 1,000 gallons of water used @ 62,500 gal./year
3. Total rate equals \$4.37 per 1,000 gallons

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 \$10/year)

Non-Residential — Based on required/actual water usage

Where: Number of Units = Usage/300GPD

## VII. Annual Operating Budget

A. Proposed Stafford Water District No. 10 Unit Costs

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

District Share	\$146,336
Annual Debt Service (38 years, 3%)	\$6,506
Annual Debt Service/Unit (9 units)	\$723
Average Annual Water Cost/Unit	\$273
(\$4.37/1,000 gallons @ 62,500 gal. /year)	
<b>Total Estimated Average Unit Cost</b>	<b>\$996 per year</b>

B. Other Costs

Meter Fee	\$ 215
Account Setup Fee	\$ 15 \$ 8-
Service line	20/LF \$
Well abandonment or separation	200-600 \$
Inspection Fee and Access Easement	365

## VIII. Miscellaneous Information

A. Options for property owner's well.

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 Town Staff 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.

Superintendent Dennis, Assessor Flansburg and the Town Clerk met with Brooke Pontillo and two others from her office on a documents program called Docuware. This is an indexing and records retention and retrieval program that will help with research in the office. Mrs. Pontillo will meet with us again on October 15<sup>th</sup> at 10:30 to include the CEO/ZEO and answer some questions on the program.

Christmas in Oakfield letters are ready to be mailed out for the December 5<sup>th</sup> event.

The Seventh Annual Town Halloween Party is scheduled for Friday, October 30<sup>th</sup> from 6-9 pm.

**MOTION** Deputy Supervisor Veazey, second Councilman Kabel to authorize \$250 to be used for this event.

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

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

The town Christmas Party will take place on Saturday, November 21<sup>st</sup> at the Community & Government Center.

Dog Summons will be complete this month and sent to the Sheriff.

An ad will be placed to take bids for a dumpster at the Government & Community Center.

There is a Green Genesee meeting scheduled for Wednesday, October 14, 2015 at the Village Office at 6 pm.

**SUPERVISOR**

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

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

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

**ATTORNEY**

The lease agreement between the Town of Oakfield and the Town of Elba has been submitted by the Attorney at this time.

**LIBRARY LIAISON**

The grant must be done this month.

## **GAM**

The meeting was on water and the presentation has been emailed to all to view.

## **OLD BUSINESS**

Supervisor Glor and the Town Clerk will write and RFP for cleaners for the new building.

Updates on Water Districts:

- WD4 Waiting on wish list approval to close out
- WD5 Restoration
- WD6 Townlines is moving into Phase II
- WD7 Waiting on letter regarding well
- WD8 Complete
- WD9 Being worked on

## **NEW BUSINESS**

**MOTION** Councilman Kabel, second Deputy Supervisor Veazey to accept the Tentative Budget for the year 2016 and to schedule a Public Hearing on the 2016 Budget for November 5, 2015 at 5:30 pm.

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

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

## **ADJOURNMENT**

**MOTION** Deputy Supervisor Veazey, second Councilman Cianfrini to adjourn the meeting at 8:24 pm.

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

**MOTION CARRIED (5-0)**

Respectfully submitted,

Melissa M. Haacke,  
Town Clerk