

York Town Board Meeting  
August 9<sup>th</sup>, 2022  
7:00 pm

Present: Supervisor Gerald Deming, Council Members: Frank Rose Jr., Amos Smith and Norman Gates

Absent: Jason Swede

Others: James Campbell (Town Attorney), Jason Molino (LCWSA) George Worden Jr. (High Supt) and Kirk Richenberg.

Supervisor Deming opened the Town Board Meeting at 7:00 p.m. and invited Councilman Smith to lead in the Pledge of Allegiance.

**MINUTES**

RESOLUTION offered by Mr. Gates and seconded by Mr. Smith to approve the minutes of the July 12<sup>th</sup> Public Hearing and Regular Town Board Meeting and August 3<sup>rd</sup>, 2022 Informational Meeting with clarification of Councilman Gates comments pertaining to farm usage on page 6. Voted on and approved, Yes-4, No-0.

**BILLS:**

RESOLUTION offered by Mr. Rose and seconded by Mr. Smith to approve all claims brought before the Board. Voted on and approved, Yes-4, No-0.

- General Fund # 210-240 \$ 23,501.38
- Consolidated Water/Sewer # 171-189 \$ 421,447.95
- Highway Fund # 130-148 \$ 21,124.85

**PRIVILEGES OF THE FLOOR:**

1)Kirk Richenberg:

Mr. Richenberg asked to speak with the Board this evening regarding Highway questions and status of the Comprehensive Plan:

Q-Is there a Comp Plan update?

Supervisor Deming replied that the committee is still working on it. We were supposed to have a meeting last night but one of the member's family had contracted Covid so we will be re-scheduling shortly. Mr. Deming added that the committee consists of himself, Councilman Swede, Dustin Geiger, Angela Ellis, Carl Peter and Joe McIlroy.

Q-Will you search out others to help with Comp Plan?

Supervisor Deming answered we will, we used community members previously and wish to do the same once again.

Q-There has been more clefted vehicles down the road, how are you going to stop them?

Mr. Worden commented that he met with farm representatives after our July 12<sup>th</sup> meeting about the matter and instructed them to stop.

(KR) Comment: They continue with their equipment and used a bulldozer down Federal Road to Cowan Road.

Mr. Worden asked if any damage had been done and stated he will review the area once again and make a point of having another conversation with them.

Q-Are we going to fix the road, or are they?

Mr. Worden responded that we will patch the road and send them a bill as we have done in the past.

Attorney Campbell suggested to Mr. Richenberg perhaps taking pictures of the damage, as it could be helpful. Mr. Richenberg stated that it is not his responsibility to do this. Attorney Campbell replied he is correct but thought it might be helpful if the matter proceeds to court.

Mr. Campbell expressed to Mr. Worden if you receive a call in the future, you should document with pictures.

Mr. Worden stated that he did convey to the farm of a potential bill coming.

(KR) Comment: On Craig Road where it was recently paved, in several spots water is coming up through the pavement.

Councilman Smith confirmed this situation as well.

Mr. Worden stated he would review this area in the morning.

(KR) Comment: Prior to paving, the south bound lane had issues and then it was paved over...it needs to be addressed.

Q-How much water was put into the Genesee River?

Mr. Worden replied that he received a call around 4:30 am from the Livingston County Sheriff's Department stating that water was flowing by the Town Highway barns. He quickly went down to reset the water salesman meter onsite, and it has been fine ever since.

(KR) Comment/Question: It was between 3-4:00 am that the call was made, much water went through with lots of erosion. How can we stop this from happening?

Mr. Worden responded the only way to stop this from potentially happening in the future is to remove the meters all together from the site.

### **HIGHWAY:**

Mr. Worden reported the following for the Highway Department:

- On East Rd. in Piffard, the department replaced a 5-foot culvert pipe by Rt. 63. We spoke with Mr. Gullo about the need to re-route traffic for the day which he was kind enough to allow. Installation of the new culvert took place in one day. We were grateful for the patience of the residents in that area.
- Drainage for Piffard Circle has been going very well, blacktop will take place soon.
- We have been cleaning roadside ditches
- Other culverts will need attention as well.

### **WATER/SEWER REPORT:**

Mr. Worden reported the following for the Water & Sewer Department:

- Rt. 20 Water project pressure tests have been completed, we anticipate by the end of this week or next Liv Co. Health Department approval in order to then mail out letter to the homeowners.
- We are now underway with flushing of our system for two weeks.
- Covington is now receiving water from us.
- York Rd. West waterline is underway, may have all pipe in the ground by Friday, after installation, we will test thereafter.
- Sewer Treatment Plant has been running smoothly.

### **OLD BUSINESS:**

1)Western NY Cheese/CPL Sewer Contract:

Attorney Campbell addressed with the Board a contract he prepared regarding acceptance of dedication of the sewer infrastructure improvements from developers WNY Cheese Enterprise (WNY Cheese) and Clark Patterson Lee (CPL). This contract was previously discussed at a Board meeting last year but needed clarification on several points before dedication could take place. With the dedication to the Town of York it would release CPL and WNY Cheese.

Attorney Campbell stated that his intention this evening was only to present the proposed resolution to the Board, a decision is not needed this evening. If the Board will review the document rendering a decision can take place at a future meeting.

Supervisor Deming commented that he would like Attorney Campbell, Mr. Worden and Mr. Wies (CPL) to review this agreement fully before the next meeting. Mr. Richenberg asked what infrastructure is involved with this?

Mr. Worden responded that they have a pump station outside of their sewer plant on the property located in a separate building.

**NEW BUSINESS:**

1)LCWSA Agreement:

Supervisor Deming instructed Attorney Campbell to give a brief overview of the Intermunicipal Agreement.

Attorney Campbell stated that this current Intermunicipal Agreement expresses only the interest of each participating municipality in the project. If the LCWSA should receive requested funding for the project, additional agreements would need to be negotiated with each participating municipality prior to moving forward with a more formal obligation request.

\*\*The Authority is applying to New York State Environmental Facilities Corporation Intermunicipal Water Infrastructure Grants (NYS IMG) program requesting approximately \$20 million in grant funding and \$15 million in low interest loans to finance the project. Grant application is due September 9, 2022.

RESOLUTION offered by Mr. Smith and seconded by Mr. Rose to approve the Intermunicipal Agreement between the Livingston County Water & Sewer Authority and the Towns of Geneseo, Leicester, Mt. Morris, York, Lima and the Villages of Leicester and Mt. Morris and to further authorize Supervisor Gerald Deming to sign such agreement. Voted on and approved, Yes-4, No-0. Absent, Jason Swede.

**INTERMUNICIPAL  
AGREEMENT**

Between

**THE LIVINGSTON COUNTY WATER & SEWER AUTHORITY**

and

**TOWN OF GENESEO, TOWN OF LEICESTER, TOWN OF MT. MORRIS, TOWN OF  
YORK, TOWN OF LIMA, VILLAGE OF LEICESTER AND VILLAGE OF MT.  
MORRIS**

THIS AGREEMENT, is entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 by and among the **Livingston County Water and Sewer Authority**, a public benefit corporation as established by Article 5, Title 10 of the New York Public Authorities Law, with offices located at 1997 D'Angelo Drive, Post Office Box 396, Lakeville, New York 14480 (hereafter referred to as "Authority"), the **Town of Geneseo** a New York municipal corporation with offices located at 4630 Millennium Drive, Geneseo, New York 14454, on behalf of Water District No. 1, 2, 3, 4, 5 and 6 and all future water districts/improvement area established by the Town Board of the Town of Geneseo (the "Town of Geneseo"), the **Town of Leicester**, a New York municipal corporation with offices located at 132 Main Street, Post Office Box 197, Leicester, New York 14481, on behalf of Cuylerville Water District, Route 36 Water District and all future water districts/improvement area established by the Town Board of the Town of Leicester (the "Town of Leicester"), the **Town of Mt. Morris**, a New York municipal corporation with offices at 103 Main Street, Mount Morris NY 14510 on behalf of Water District No. 1 and all future water districts/improvement area established by the Town Board of the Town of Mt. Morris (the "Town of Mt. Morris"), the **Town of York**, a New York municipal corporation with offices located at 2668 Main Street, Post Office Box 187, York, New York 14592, on behalf of the Anderson Road Water District, Linwood Water District, McVean Road Water District and McVean Road Water District Extension, Town of York Consolidated Water District, and all future water districts/improvement area established by the Town Board of the Town of York (the "Town of York"), the **Town of Lima**, a New York municipal corporation with offices located at 7329 East Main Street, Lima New York 14485, on behalf of Water Districts No. 1,2,3, and 4, and all future water districts/improvement area established by the Town Board of the Town of Lima (the "Town of Lima"), the **Village of Leicester**, a New York municipal corporation with offices located at 52 South Pkwy, Leicester, NY 14481 (the "Village of Leicester"), and the **Village of Mt. Morris**, a New York municipal corporation with offices located at 2328 Sand Hill Rd, Mount Morris, NY 14510 (the "Village of Mt. Morris"); the Town of Geneseo, Town of Leicester, Town of Mt. Morris, Town of York, Town of Lima, Village of Leicester and Village of Mt. Morris as collectively referred to as the "Participating Municipalities".

**WITNESSETH**

WHEREAS, each of the Participating Municipalities currently owns and operates, various water distribution systems within their jurisdictional limits, which include water transmission mains, pump stations, water towers, fire hydrants, valves, water services, and water meters that comprise cumulatively as water distribution improvements, and in the case of the Village of Mt. Morris, owns and operates a water treatment plant that services the Village of Mt. Morris as well

as the Town of Mt. Morris and Village of Leicester with wholesale water; and

WHEREAS, each of the Participating Municipalities, except for the Village of Mt. Morris, currently purchases water wholesale from various supply sources, with contractual limits on daily consumption amounts and at varying water rates; and

WHEREAS, the Village of Mt. Morris water treatment facility, at peak demand, exceeds its current average daily permit for water production and the facility and raw water transmission line is currently in need of substantial capital improvements and/or replacements to maintain current operations; and

WHEREAS, the Authority pursuant to the December 19, 1996 Water Supply Agreement with the City of Rochester, New York (the "Authority Water Supply Agreement") is entitled to draw up to 3 million gallons per day ("MGD") of water for use outside the Town of Livonia; and

WHEREAS, pursuant to the February 1, 2004 Lease Agreement with the Town of Livonia, the Authority is responsible for overseeing the continuation of the Town of Livonia and City of Rochester, NY Water Supply Agreement (the "Town Water Supply Agreement") which provides for up to 1 MGD of water for use within the Town of Livonia, and collectively, both agreements provide the Authority with up to 4 MGD of water capacity for use in Livingston County; and

WHEREAS, on December 23, 2014, an Order on Consent and Administrative Settlement was entered into by and among the State of New York, the County of Livingston (the "County"), Akzo Nobel, Inc. and Akzo Nobel Salt Inc. (collectively "Akzo Nobel") for purposes of addressing the Retsof Salt Mine collapse that occurred on March 12, 1994. Said Order required Akzo Nobel to pay \$20,000,000.00 (the "Akzo Nobel Settlement Funds") jointly to the State and the County with the understanding the proceeds would be used to address the impacts of the mine collapse as it relates to potable water within the effected communities; and

WHEREAS, the Livingston County Board of Supervisors authorized the County Administrator to form a committee, now known as the Akzo Settlement Committee, for purposes of developing policies and procedures and providing recommendations on projects to be funded through the use of the Akzo Nobel Settlement Funds; and

WHEREAS, the County applied for and was awarded \$270,000 through the New York State Department of State Local Government Efficiency Program to update a previously completed 1991 Comprehensive Water Supply Study through a collaborative process involving all 26 municipalities, the Authority, and other public water suppliers. The final report was presented to Livingston County Board of Supervisors August 26, 2020 and final publication of the Livingston County Comprehensive Water Supply Study Update (the "Study") was issued December 2020; and

WHEREAS, the Study recommended various Critical Improvements or Actions to consider and that "the ultimate goal for the County as a whole is to look outside the boundaries of each individual community and emphasize the opportunities and alternative(s) that will provide the greatest benefit to users, promote economic development, capitalize on efficiency, utilize financial and physical resources to the greatest extent feasible, and continue to keep up with a

growing population in the County for the next 20-30 years”; and

WHEREAS, the County, by Resolution 2021-185, formally approved the Akzo Settlement Committee's recommendation to fund planning and engineering work needed to improve the public drinking water infrastructure for the Towns of Leicester and York and authorized the County Administrator to submit the required documentation to the New York State Attorney General's Office and the New York State Department of Environmental Conservation for purposes of obtaining approval to utilize Akzo Nobel Settlement Funds for such purpose. Said approval was subsequently received from these State agencies on or about July 8, 2021; and

WHEREAS, County Resolution 2022-066 and Authority Resolution No. 2022-11 authorized the Chairman of the Livingston County Board of Supervisors and Executive Director of the Authority to sign any and all necessary Memorandum of Agreement documents for the Authority to provide project management and oversight assistance for planning and engineering work needed to improve the public drinking water infrastructure for the Towns of Leicester and York; and

WHEREAS, after considerable planning and engineering review, the Authority proposed the Leicester/York Regional Water Supply Expansion Project (the “Project”) to achieve the County’s interest in providing enhanced public drinking water infrastructure for the Towns of Leicester and York, as well as supporting regional interests of providing greater access to affordable safe drinking water for all Participating Municipalities; and

WHEREAS, the proposed Project contemplates that the Authority will provide wholesale water supply from its 4 MGD capacity, and/or its assignees to be transmitted to the Participating Municipalities through new and existing infrastructure and the Participating Municipalities will purchase wholesale water from the Authority as their exclusive source for drinking water; and

WHEREAS, the proposed Project provides for the Authority to design, finance, procure, construct and operate the Project, so long as each of the Participating Municipalities shall purchase water from the Authority in connection with the design, procurement, acquisition, financing, construction and permitting of the Project; and

WHEREAS, the Towns of Geneseo, Leicester, Mt. Morris, York, Lima and the Village of Leicester are desirous of having access to adequate supply of safe drinking water to provide for and meet current and future residential, commercial, industrial and agricultural water demands, and desire stable and affordable water rates, and in the case of the Village of Mt. Morris, in lieu of upgrading and continuing to independently operate its water treatment facility, desire to work together cooperatively to develop a regional water supply distribution system that would meet their collective needs.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and other good and valuable consideration including the promises and covenants contained in this Agreement, the Authority and the Participating Municipalities agree as follows:

## **1. Project Description.**

- a. The Project will consist of capital improvements projected to cost approximately \$50.1 million, as shown on the chart attached hereto as Exhibit "A", including the installation of a new 4 million gallon per day (MGD) pump station (with ability to upsize capacity to 5 MGD) in the Town of Lima that will connect to the City of Rochester transmission mains; installation of a new 3 MGD water storage tank in the Town of Livonia; installation of a new 1 MGD water storage tank in the Town of Leicester; installation of a new 1 MGD pump station in the Town of York; upgrades to the existing pump station at Maple Beach Road; installation of 130,000 linear feet of new water transmission main in the Towns of Lima, Livonia, Avon, and Geneseo, running east to west from the City of Rochester transmission main to the Genesee River; and installation of 47,520 linear feet of new water transmission main running along River Road in the Towns of York and Leicester; and installation of 18,500 of new water transmission main running along Rt. 36 in the Town of Mt. Morris and Town of Groveland. A map showing the approximate location of such improvements is attached hereto as Exhibit "B".

## **2. Project Financing.**

- a. Financing for the Project will consist of a combination of (i) bonds to be issued by the Authority to finance the construction and development of the regional water facilities, pumps stations, water storage tanks, water mains and other improvements owned by the Authority; (ii) up to \$17,000,000 from the Akzo Nobel settlement funds, currently held by Livingston County, to support infrastructure improvements related to impacts from the Retsof Salt Mine collapse; and (iii) grants and/or loans from the New York State Environmental Facilities Corporation (the "EFC"), the US Department of Agriculture or other funding agencies.
- b. The Authority agrees to pursue all potential financing options as may be available to mitigate the cost of the Project on the Participating Municipalities. To date, the Project has received: approval for the use of Akzo Nobel settlement funds for planning and engineering as of July 16, 2021.
- c. Each of the Participating Municipalities hereby agrees to cooperatively support the Authority's efforts to pursue grants and /or loans as part of the overall Project financing, in an effort to maximize available funding opportunities that are intended to facilitate regional solutions to water system improvements needs.

## **3. Responsibilities of the Authority. The Authority will:**

- a. Engage the services of necessary professional consultants including engineers, legal counsel, financial advisors, grant writers, bond counsel and underwriters.
- b. Serve as the overall Project administrator and carry out the Project in accordance with the requirements of the funding agencies.
- c. Serve as lead agency for NEPA and SEQRA review, as necessary.
- d. Coordinate the Project among the Participating Municipalities.
- e. Supervise and conduct Project procurement activities in accordance with applicable



competitive bidding requirements.

- f. Obtain all necessary Project permits and approvals including required easement, licenses and rights-of-way.
- g. Conduct any environmental assessments, if needed, of the proposed sites for the pump stations, water storage tanks and transmission lines.
- h. Own the pump stations, water storage tanks and transmission lines and related improvements as shown in Exhibit "B", unless otherwise agreed upon by the Authority and each respective individual municipality.
- i. Operate and maintain the capital elements of the Project including the pump stations, water storage tanks and transmission lines and related facilities.
- j. Insure the capital elements of the Project during construction and operation.

#### **4. Responsibilities of the Participating Municipalities.**

- a. The Participating Municipalities will cooperate with the Authority and its consultants to identify preferred locations of the pump stations, water tanks, water transmission line and related facilities. Where identified as appropriate in the Project, and with mutual consent of the applicable municipality, Participating Municipalities will transfer to the Authority those existing facilities and equipment needed to effectuate the most efficient and effective operation of the regional water system. For infrastructure owned by a Participating Municipality that is not transferred to the Authority, but is used as part of the Project, such Participating Municipality shall enter into an Intermunicipal Agreement regarding such use that is deemed necessary and appropriate by both the Participating Municipality and the Authority.

#### **5. Structure of Water Supply Agreement between Authority and Participating Municipalities.**

- a. The Authority will enter into a Water Supply Agreement with the Participating Municipalities and/or districts in a form acceptable to all parties and which is in compliance with Town Law, pursuant to which the Authority will agree to furnish or cause to be furnished wholesale water supply for the benefit of the Participating Municipalities. Such Water Supply Agreement will provide that the Participating Municipalities will contribute to the cost of the design, financing, construction and operation of the Project, as well as the cost of water, by purchasing water exclusively from the Authority or its assignee. The water rate provided for in the Water Supply Agreement shall be based upon a sharing of the cost of Project improvements, wholesale water purchase costs (the rate at which the Authority purchases water from the City of Rochester, or its assignee) and operational costs associated with maintaining the regional water infrastructure relate to the Project. An example of the water rate (based on projected Project costs and potential funding sources) of each Participating Municipality is set forth in Exhibit "C". The term of the Water Supply Agreement shall be forty (40) years which is consistent with the useful life expectancy of the improvements and will cover the financing period of funding the improvements. The costs of the Project will include all costs associated with the design, procurement, acquisition, construction, financing, permitting, operation and maintenance of the Project, together with professional services required in connection therewith. The "Water Rate"

will be comprised of three parts: (i) a "Capital Surcharge" in an amount that will not (cumulatively amongst all Participating Municipalities) exceed the annual debt service associated with the bonds and/or loans issued by the Authority to finance the Project costs; (ii) a "Wholesale Purchase Rate" that will consist of the cost the Authority purchases wholesale water from the City of Rochester, or its assignee; and (iii) a "LCWSA O&M Charge" that will include the operation and maintenance, permitting, administrative and related costs associated with the Project. The Water Rate shall be charged for each one thousand gallons of water provided to the Participating Municipalities. The total gallons used shall be determined by either master meters or individual meters. The Authority will invoice, and the Participating Municipalities agree to pay the Authority for water charges (including all components of the Water Rate as identified above) on a quarterly or monthly basis, based on administrative convenience.

- b. Each Water Supply Agreement will contain a clause that acknowledges that the Participating Municipality assigns the right to and consents to the Authority acting as the wholesale provider of water to any other municipality for which the Participating Municipality acted as supplier of potable water.

#### **6. Statement of Intent Only/Conditions Precedent.**

- a. This Intermunicipal Agreement expresses the intent of each of the Participating Municipalities only. The transactions contemplated by this Intermunicipal Agreement are expressly subject to the negotiation, preparation and execution of definitive agreements fully specifying the terms of the anticipated transactions as stated herein.
- b. Any agreement resulting from this Intermunicipal Agreement will be subject to (i) approval by the governing Board of each of the Participating Municipalities and the Authority Board of Directors, following any required public hearings and compliance with the requirements of the New York State Town Law, Village Law, Public Authorities Law and/or General Municipal Law; (ii) compliance with SEQRA and/or NEPA, as applicable; (iii) bonding by the Authority; (iv) commitments for adequate funding including EFC and/or USDA grants and/or loans or grants and/or loans from other funding agencies; (v) acquisition by the Authority of site locations for the pump stations, water storage tanks, water transmission lines and related facilities; (vi) the Authority obtaining all necessary easements, licenses, environmental clearances and Project approvals; and (vii) formation of improvement districts and/or improvement areas as may be required by Participating Municipalities.
- c. Any agreement resulting from this Intermunicipal Agreement will include as an exhibit to such agreement the estimated Water Rate to be paid by the Participating Municipality as provided for in Section 5 of the Intermunicipal Agreement.
- d. If this Intermunicipal Agreement does not result in an approved and executed Water Supply Agreement among the Authority and the Participating Municipalities by December 31, 2024, this Intermunicipal Agreement shall be null and void and of no further effect.

- 7. Counterparts.** This Intermunicipal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Intermunicipal Agreement to be executed by its duly authorized officers as of the date first above written.

**LIVINGSTON COUNTY WATER  
AND SEWER AUTHORITY**

By: \_\_\_\_\_  
Jason Molino, Executive Director

**TOWN OF GENESEO**

By: \_\_\_\_\_  
William Wadsworth, Supervisor

**TOWN OF LEICESTER**

By: \_\_\_\_\_  
David Fanaro, Supervisor

**TOWN OF LIMA**

By: \_\_\_\_\_  
Michael Falk, Supervisor

**TOWN OF YORK**

By: Gerald Deming  
Gerald Deming, Supervisor

**TOWN OF MT. MORRIS**

By: \_\_\_\_\_  
David DiSalvo, Supervisor

**VILLAGE OF MT. MORRIS**

By: \_\_\_\_\_  
Joel Mike, Mayor

**VILLAGE OF LEICESTER**

By: \_\_\_\_\_  
Barry Briffa, Mayor

**\*A fully executed copy by all municipalities to be provided when available.**

\*\*Supervisor Deming wanted the record to reflect that Councilman Swede was unable to attend tonight's meeting but expressed his desire to support the agreement with the Livingston County Water/Sewer Authority as well.

Mr. Molino explained that additional interest is happening in other area and potentially even more in the upcoming months.

Councilman Smith inquired about the timeline.

Mr. Molino outlined the timeline as follows:

WIIA Grant Deadline- September 9, 2022

If award is announced- late February 2023

Could be designing the project- through 2023

Look to bid the project- in winter of 2023 into 2024

Award of contracts- Spring 2024

Construction- Likely 24 Months

Best case scenario- Water flowing late 2026

## 2) Trail Town Committee Report:

### Town of York Trail Town Committee Report for 8/9/22

1. It appears that we have secured the Northern Regional Border Commission total grant for \$5500 which will fund the Piffard kiosk and bench. Plans are being made to begin construction. Aidan Harding will be a part of the process as his Eagle Scout project.
2. As discussed and agreed upon at the 7/20/22 Planning Board meeting, the Trail Town Committee will work with the York Travel Center on the trail amenities proposed at Greigsville Corners.
3. A letter was sent to the Safe Streets 4 All grant committee asking for support for a crosswalk on Route 36 (in front of Roses Grill) which would connect Virginia Avenue (and hopefully the Groveland Secondary Trail) with the Little Italy Trail and ultimately the Genesee Valley Greenway.

The following, from the letter written by Becky Lewis (Trail Town co-chair), helps explain the significance of this:

"Greg Stevens, who is on the board of Parks and Trails New York, has been consulting with the York Trail Town Committee on how we can become an important link in the state-wide system of trails in New York. He believes the Groveland Secondary Trail could be the largest section of a trail system that would include Scjacqueda East, Lancaster Heritage, and Alden rail trail, linking the Genesee Valley Greenway to Buffalo-area trails.

We believe the future connection between the Genesee Valley Greenway and Buffalo-area trails is critical to making York's trails an important section of the state-wide system of trails."

4. Plans are finalizing for a presentation by Craig Della Penna on September 14 at York Central School on the importance of trails to a community. He is a long time innovative realtor, trail advocate, author, and motivational speaker.

## 3) 2022-2023 Membership Fee:

Supervisor Deming stated that we received an invoice for the 2022-2023 Annual membership for the LGV (Letchworth Gateway Villages) and Genesee Valley Geotourism Initiative. This initiative is beneficially in unison with the Trail Town Committee in order for them to draw support from. They partner with communities

helping to grow their websites and do all promotions. The membership fee is \$3,500.00 annually.

RESOLUTION offered by Mr. Smith and seconded by Mr. Rose authorizing approval for payment for the 2022-2023 Annual membership for the LGV and Genesee Valley Geotourism Initiative in the amount of \$3,500.00. Voted on and approved, Yes-4, No-0.

4) Notice of Claims:

Supervisor Deming reported that we received two Notice of Claims (Minnamon vs Town of York) and (Caleb Nellis vs Town of York) pertaining to the accident that took place on May 18<sup>th</sup> this year at the corner of Fowlerville Road and Route 36. One claim was from Driver 1 and the second claim from Driver 2 of each vehicle.

Attorney Campbell commented that both Attorneys are making incorrect assumptions as to whom is responsible for these roads. Fowlerville Road is a County Road and Rt. 36 (Main St) is a state highway. We have presented both claims to our Insurance Company, NYMIR for a defense attorney to be assigned. Attorney Campbell stated he hopes both claims will result in a discussion for clarification of jurisdiction rather than filing against the Town. Mr. Campbell added that our insurance will cover our defense representation.

Councilman Rose asked specifically why are they suing us?

Attorney Campbell replied, failure to mitigate an unsafe intersection.

5) Water/Sewer Tap Applications:

a) Habitat for Humanity-

RESOLUTION offered by Mr. Smith and seconded by Mr. Rose to approve the water tap and sewer tap applications submitted by Livingston County Habitat for Humanity for property located at 3786 Piffard Circle West. Voted on and approved, Yes-4, No-0.

\*Tap fees were waived for each application.

6) Pay Application #2:

a) Rt. 20 Water Project

RESOLUTION offered by Mr. Rose and seconded by Mr. Smith to approve Pay Application #2 for Fineline Pipeline, Inc. in the amount of \$220,629.55. Voted on and approved, Yes-4, No-0.

**Contractor's Application for Payment No.**

2

Application Period: 8/29/22-7/29/22		Application Date: 8/1/2022	
To (Owner): Town of York	From (Contractor): FINELINE PIPELINE, INC.	Via (Engineer): CPL	
Project: Route 20 Water Main Extension	Contract:		
Owner's Contract No:	Contractor's Project No:	Engineer's Project No.: 16355	

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
		-\$11,000.00
<b>TOTALS</b>		-\$11,000.00
<b>NET CHANGE BY CHANGE ORDERS</b>	-\$11,000.00	


1. ORIGINAL CONTRACT PRICE.....	\$ 595,100.00
2. Net change by Change Orders.....	\$ -11,000.00
3. Current Contract Price (Line 1 + 2).....	\$ 584,100.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 546,254.25
5. RETAINAGE:	
a. 5% \$461,254.25 Work Completed.....	\$ 23,062.71
b. 5% Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$ 23,062.71
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 543,819.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 321,561.99
8. AMOUNT DUE THIS APPLICATION.....	\$ 220,629.55
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 5145,908.46

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances), and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By  Date 8/1/22

Payment of \$ 220,629.55  
(Line 8 or other - attach explanation of the other amount)

is recommended by  8/5/2022  
(Engineer) (Date)

Payment of \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by \_\_\_\_\_  
(Owner) (Date)

Approved by \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute

7) Procurement of Piffard Material:

Supervisor Deming reported that two bidders submitted on August 5<sup>th</sup> for procurement of material for North, Center and East. The bids were as follows:

Blair Supply Corp. Base Bid A- \$ 79,978.20  
Base Bid B- \$ 69,958.20

Core & Main LP Base Bid A- \$ 79,254.00  
Base Bid B- \$66,178.00

RESOLUTION offered by Mr. Rose and seconded by Mr. Smith to award Base Bid B to Core and Main LP in the amount of \$66,178.00. Voted on and approved, Yes-4, No-0

\*\*Base Bid A (PVC) quotes were rejected

Mr. Worden stated that Core & Main estimates 10 weeks for materials to arrive.

**ADJOURNMENT:**

RESOLUTION offered by Mr. Smith and seconded by Mr. Gates to adjourn the Town Board Meeting until September 13<sup>th</sup>. Voted on and approved, Yes-4, No-0.

Town Board meeting closed at 7:40 p.m.

Respectfully Submitted,  
*Christine Harris*  
Christine M. Harris, Clerk