

**Town of Elba
Regular Town Board Meeting
February 8, 2018**

Supervisor Hynes called the meeting to order at 7:00 p.m.

Those in attendance included:

Supervisor Hynes
Councilman Chamberlain
Councilman Coughlin
Councilwoman Zambito
Councilwoman Marshall (arrived at 7:10 pm)

Others Present:

Superintendent of Highways Yungfleisch
Town Clerk Werth
Assessor Flansburg
ZEO/CEO Mikolajczyk
Deputy Town Clerk Itjen
Earl Roth, Historian
Jason Foote, Clark Patterson Lee
Dave Schubel, Webster, Schubel & Meier, LLP

Minutes of January 4, 2018 Reorganization Meeting:

MOTION Councilman Chamberlain, second by Councilman Coughlin to approve the minutes as written.

Ayes: Chamberlain, Coughlin, Hynes, Zambito

MOTION Carried

Minutes of January 4, 2018 Town Board Meeting:

MOTION Councilman Chamberlain, second by Councilman Coughlin to approve the minutes as written.

Ayes: Chamberlain, Coughlin, Hynes, Zambito

MOTION Carried

EARL ROTH – HISTORIAN

Mr. Roth thanked the Board for reappointing him as the Historian. He would like the Board to give permission to Supervisor Hynes to sign the building permit for the addition to Elba's Historical building. Supervisor Hynes is requested to sign because the Town of Elba owns the property that the building is on.

MOTION Councilman Coughlin, second Councilwoman Zambito to have Supervisor Hynes sign the building permit and to waive any building permit fees associated with the project.

Ayes: Chamberlain, Coughlin, Hynes, Zambito

MOTION Carried

JASON FOOTE – CLARK PATTERSON LEE

DAVID SCHUBEL – WEBSTER, SCHUBEL & MEIER, LLP

Mr. Foote discussed the proposal from Welch & O'Donoghue to prepare the mapping and legal descriptions for two projects:

- Drake Street Water District No. 2 at \$2,000.00
- Starowitz Road Abandonment at \$3,000.00

MOTION Councilman Chamberlain, second Councilman Coughlin to move forward with the professional services prepared by Welch and O'Donoghue for Drake Street Water District No. 2 and Starowitz Road Abandonment.

Ayes: Chamberlain, Coughlin, Hynes, Zambito

MOTION Carried

MOTION Councilman Chamberlain, second Supervisor Hynes to waive land separation requirements needed for both town and county planning boards.

Ayes: Chamberlain, Coughlin, Hynes, Zambito

MOTION Carried

At 7:10 pm Councilwoman Marshall joined the meeting.

Mr. Foote discussed the easement for Mr. R. Loverdi at 7374 Bank Street Road. Mr. Loverdi is not happy with the offer of \$1in exchange for granting an easement to the Town. Discussion ensued. Mr. Foote will investigate other options available to the Town.

Mr. Foote and Mr. Schubel brought the Board up to date on the need to amend the bond resolution for Water District No. 2 as the result of some changes in the project resulting from the Town coordinating its project with the County's water expansion project. John Alessi believes the bond resolution needs to be amended due to these changes but it is not necessary to change the project cost. Mr. Schubel proposed to hold a special hearing for a Town Law 196, modification to increase the scope of the project. Mr. Schubel will contact the Batavia Daily Newspapers to post a legal ad for a public hearing on the proposed amended Bond Resolution on February 22nd at 5:00 pm. Mr. Foote will contact Dawn Kuras to confirm we are still able to go to bid in February.

Mr. Schubel stated that US Gypsum has signed off on the language of the easement for Phase 1.

RESOLUTION # 5-2018 RESOLUTION TO STANDARDIZE HYDRANTS, WATER METERS AND MASTER METERS IN THE TOWN OF ELBA WATER DISTRICT NO. 2

WHEREAS, the Town of Elba has entered into an agreement with the Town of Batavia for the operation and maintenance of the water system being constructed as part of the Town of Elba Water District No 2, and

WHEREAS, the Town of Batavia has specific requirements for water main materials and appurtenances which are operated and maintained by the Town of Batavia, and

WHEREAS, for reasons of efficiency and economy there is a need for standardization upon a particular brand of fire hydrants and water meters as hereinafter explained, and

WHEREAS, this Board after investigation and consultation with the Town Engineer has selected Kennedy No. K81A fire hydrants as the standard equipment for the Town of Elba Water District No. 2, and

WHEREAS, this Board after investigation and consultation with the Town Engineer has

selected Sensus for all residential water meters and master meters as the standard equipment for the Town of Elba Water District No. 2, and

BE IT RESOLVED, that the Town of Elba shall standardize on the material requirements for fire hydrants, residential water meters, and master meters to be installed for the Town of Elba Water District No. 2 for the following reasons:

1. Ease of repair;
2. Less inventory to maintain and stock;
3. Compatible with Town of Batavia automatic meter reading and billing system;
4. Good history of reliability;
5. Same hydrants, water meters, and master meters as neighboring communities, which will help assure availability of parts;

Offered by Councilman Chamberlain, who moved its adoption.

Seconded by Councilwoman Zambito

Adopted, 5 ayes; 0 nays, 0 absent

State of New York)

County of Genesee)

Town of Elba)

I, Trisha Werth, Town Clerk of the Town of Elba in the County of Genesee, and State of New York, hereby certify that the foregoing Resolution No. 5-2018 was duly adopted at a meeting of the Town Board of the Town of Elba held on the 8th day of February, 2018, by the required necessary vote of the members to approve this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Elba, Genesee County, New York this 8th day of February 2018.

RESOLUTION NO. 6-2018—AUTHORIZATION TO OBTAIN PARTIAL RELEASE OF MORTGAGED PREMISES FOR PROPERTY OWNED BY MICHAEL SKYE SITUATE AT 4349 DRAKE STREET ROAD

Councilman Coughlin offered:

WHEREAS, as a part of the water tank phase of the Water District No. 2 Project is necessary for the Town of Elba to acquire title to a ten-foot strip of land owned by Michael Skye at 4349 Drake Street Road, and

WHEREAS, the strip of land is encumbered by the lien of a mortgage in favor of Five Star Bank, and

WHEREAS, in order to obtain a Partial Release of Mortgage Premises, it is necessary to pay a processing fee to Five Star Bank, incur legal fees for Mr. Skye's counsel and recording fees to record documents in the Genesee County Clerk's Office, now therefore be it

RESOLVED that the obtaining of a Release Part of Mortgage Premises for a ten foot strip on the east side of the Michael Skye property as 4349 Drake Street Road at a cost for fees and disbursements not to exceed \$1,500.00 is hereby authorized.

Second By: Supervisor Hynes

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 7-2018—AUTHORIZING EXECUTION OF RELEASE FROM DRAINAGE PERMIT FOR 6173 QUAKER HILL ROAD, TAX MAP NO. 14.-1-44 AND 4384 RIDGE ROAD, TAX MAP NO. 14.-1-45.112

Supervisor Hynes offered:

WHEREAS, the Town of Elba was granted a drainage permit to establish a ditch running from the northerly bounds of Ridge Road in a northwesterly direction to the Quaker Hill Road by and Instrument dated September 16, 1925 and recorded in the Genesee County Clerk's Office on March 24, 1926 in Liber 261 of Deeds at page 139, and

WHEREAS, the Drainage permit covered an area in excess of what is necessary to establish and maintain a drainage ditch as contemplated by the recorded Drainage Permit, and

WHEREAS, Clara Karas is the owner of two tracts of land south of the Ridge Road commonly known as 6173 Quaker Hill Road (tax map no. 14.-1-44) and 4384 Ridge Road (tax map no. 14.-1-45.112), and

WHEREAS, due deliberation having been had, this Town Board hereby determines that it is appropriate to release the two Karas properties from the terms and conditions of the Drainage Permit, now therefore be it

RESOLVED that the Supervisor of the Town of Elba is hereby authorized to execute a Release releasing the aforementioned Clara Karas parcels from the terms and provisions of a certain Drainage Permit recorded in the Genesee County Clerk's Office in Liber 261 of Deeds at page 139 on March 24, 1926.

Second By: Councilman Chamberlain

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 8-2018 TO APPROVE INTERMUNICIPAL AGREEMENT FOR WATER STORAGE TANK CONSTRUCTION FOR TOWN OF ELBA WATER DISTRICT NO. 2

Councilwoman Zambito offered:

WHEREAS, The Town of Elba has established a town-wide water distribution system which includes the construction of a 350,000 gallon water storage tank, and

WHEREAS, The Town and Village of Elba have entered into an Intermunicipal Agreement for Tank Contribution which allows the Village to utilize the Town's new water storage tank which it is constructing in lieu of the Village rehabbing its existing water storage tank, and

WHEREAS, The Town is constructing the new water storage tank on a tract of land adjacent to the Village property consisting of .489 acres on which the Village's existing water tower is situated and the Town requires ownership of this Village owned property as part of the new water storage tank

construction, and

WHEREAS, The Village has agreed to convey to the Town this .489 acres of land approximately 640 feet north of Drake Street (NYS Route 262). **NOW, THEREFORE**,

BE IT RESOLVED, That the Town of Elba Town Board approves the Intermunicipal Agreement for Water Storage Tank Construction for Town of Elba Water District No. 2 between the Town and the Village of Elba.

Second By: Councilman Chamberlain
Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito
APPROVED by unanimous vote (5-0)

**INTERMUNICIPAL AGREEMENT FOR
WATER STORAGE TANK CONSTRUCTION FOR TOWN OF ELBA
WATER DISTRICT NO. 2**

THIS INTERMUNICIPAL AGREEMENT made the _____ day of _____, 2018, by and between the Town of Elba, a municipal corporation organized and existing under the Town Law of the State of New York, with offices at 7 Maple Avenue, Elba, New York 14058 (hereinafter “Town”) and the Village of Elba, a municipal corporation organized and existing under the Village Law of the State of New York, with offices located at 4 South Main Street, Elba, New York 14058 (hereinafter “Village”); (hereinafter referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Town, pursuant to Town Law Article 12-A, caused Clark Patterson Lee, competent engineers duly licensed by the State of New York, to prepare a map, plan and report for the establishment of a town wide water distribution system consisting of approximately 245,000 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, a 350,000 gallon water storage tank, to also include all interests in real property of any kind or nature, to be installed within Water District No. 2 as more fully described on the Boundary Map for said Water District No. 2 attached hereto as Exhibit A (hereinafter referred to as the “Town Project”), and

WHEREAS, the Town, in further of this Project, has duly established Water District No. 2 (hereinafter “Water District”), and

WHEREAS, a new 350,000 gallon water storage tank is included as a part of the Town Project and is necessary to provide proper water pressure for fire protection and for the Water District, and the

water storage tank will meet all local, State and Federal standards, including overflow piping, mixing, proper ventilation, and all current safety standards for ladders, walkways, and man-ways, and

WHEREAS, the Village has undertaken improvements to its village wide water system which includes the replacement of water mains, valves, hydrants, and water service appurtenances, (hereinafter “Village Project”), and

WHEREAS, the Village Project contemplated the rehabilitation of the Village’s existing water storage tank, however, in lieu of rehabilitating its existing water storage tank, the Village has offered to make a one-time payment of \$250,000.00 to the Town in consideration for use of the Town’s new water storage tank to be constructed as part of the Town Project such that upon construction of the Town’s water storage tank, the Village’s existing water storage tank will be demolished and the Village will receive the proper water pressure for fire protection and water supply from the new Town tank, and

WHEREAS, the Town has accepted the Village’s proposal of a payment of \$250,000.00 subject to modification upon certain terms and conditions, as more particularly set forth in an INTERMUNICIPAL AGREEMENT FOR TANK CONTRIBUTION FOR TOWN OF ELBA WATER DISTRICT NO. 2, and

WHEREAS, the Town and the Village have arrived at mutual understandings with respect to the construction of a new tank for the Town Project and demolition of the Village’s existing tank, and the Parties enter into the within Intermunicipal Agreement to set forth in writing their mutual understandings as hereinafter set forth.

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

- (1) The existing Village Water Storage Tank is situate on a tract of land consisting of approximately .489 acres approximately 640 feet north of Drake Street (NYS Rte 262) The Town shall acquire a tract of land consisting of approximately .339 acres immediately North and adjacent to the Village real property. Upon the Town acquiring title to the .339 acres of land on which its new water storage tank is to be constructed, the Village shall convey to the Town its tract of land on which its existing tank is situate together with title to the strip of land running from Drake Street to the said parcel and all of the Village’s right, title and interest to the existing water storage tank and water transmission lines and drains and appurtenances situate on the said parcel.

- (2) The Village shall be entitled to use the existing tank for Village purposes following conveyance of title as provided in section 1 above. The Village shall operate and maintain the existing tank at its sole cost and responsibility until water service is transferred to the new tank constructed by the Town as a part of the Town Project.
- (3) The Town shall be permitted to use the Village's existing tank during the construction phase of installation of new water mains as a part of the Town Project until such time as the new Town tank is constructed and placed in service.
- (4) Upon the new Town tank being placed in service, the existing Village tank shall be demolished at the Village's cost and expense.
- (5) Upon the Town tank being placed in service, and the Village water system and the Town water system being connected thereto, the Town and the Village shall be entitled to use the water storage tank permanently and perpetually for a term of not less than forty years.
- (6) Maintenance and repairs of the new tank shall be divided upon a pro-rata basis based upon proportional water usage respectively by Town and the Village.
- (7) There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Agreement. No changes, addition or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.
- (8) This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of both parties.
- (9) This Agreement shall be binding upon and shall inure to the benefit of both of the parties hereto and their respective successors and permitted assigns.
- (10) This Agreement and any transactions by and between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State Of New York.
- (11) The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.
- (12) No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.

- (13) No failure on the part of either 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 either party of any right preclude any other or future exercise thereof or the exercise of any other right.
- (14) All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such terminations.
- (15) This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute the same instrument herein.
- (16) The term of this Agreement shall be for a period of forty (40) years.

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

(SEAL)

TOWN OF ELBA

by _____

Donna Hynes, Supervisor

(SEAL)

VILLAGE OF ELBA

by _____

Norman Itjen, Mayor

STATE OF NEW YORK)
 COUNTY OF GENESEE) ss.:
)

On the _____ day of _____ in the year 2018, before me, the undersigned, personally appeared **DONNA HYNES**, 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.

 (Signature and office of individual taking acknowledgment)

STATE OF NEW YORK)
) ss.:
COUNTY OF GENESEE)

On the _____ day of _____ in the year 2018, before me, the undersigned, personally appeared **NORMAN ITJEN**, 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.

(Signature and office of individual taking acknowledgment)

RESOLUTION NO. 9-2018 — TO APPROVE INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF ELBA AND VILLAGE OF ELBA – WATER TANK CONTRIBUTION

Councilman Coughlin offered:

WHEREAS, The Town of Elba has established a town-wide water distribution system which includes the construction of a 350,000 gallon water storage tank, and

WHEREAS, The Village of Elba has undertaken improvements to its village-wide water system which includes the rehabilitation of the Village's existing water storage tank, and

WHEREAS, The Town will allow the Village to utilize its new water storage tank which the Town is constructing and the Village has agreed to compensate the Town in the amount of \$250,000, subject to modification, in lieu of the Village rehabbing its existing water storage tank. **NOW, THEREFORE**,

BE IT RESOLVED, That the Town of Elba Town Board approves the Intermunicipal Agreement for Tank Contribution between the Town and the Village of Elba.

Second By: Councilman Chamberlain

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

APPROVED by unanimous vote (5-0)

**INTERMUNICIPAL AGREEMENT FOR
TANK CONTRIBUTION FOR TOWN OF ELBA
WATER DISTRICT NO. 2**

THIS INTERMUNICIPAL AGREEMENT made the _____ day of _____, 2018, by and between the Town of Elba, a municipal corporation organized and existing under the Town Law of the State of New York, with offices at 7 Maple Avenue, Elba, New York 14058 (hereinafter "Town") and the Village of Elba, a municipal corporation organized and existing under the Village Law

of the State of New York, with offices located at 4 South Main Street, Elba, New York 14058 (hereinafter “Village”); (hereinafter referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Town, pursuant to Town Law Article 12-A, caused Clark Patterson Lee, competent engineers duly licensed by the State of New York, to prepare a map, plan and report for the establishment of a town wide water distribution system consisting of approximately 245,000 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, a 350,000 gallon water storage tank, to also include all interests in real property of any kind or nature, to be installed within Water District No. 2 as more fully described on the Boundary Map for said Water District No. 2 attached hereto as Exhibit A (hereinafter referred to as the “Town Project”), and

WHEREAS, the Town, in further of this Project, has duly established Water District No. 2 (hereinafter “Water District”), and

WHEREAS, a new 350,000 gallon water storage tank is included as a part of the Town Project and is necessary to provide proper water pressure for fire protection and for the Water District, and the water storage tank will meet all local, State and Federal standards, including overflow piping, mixing, proper ventilation, and all current safety standards for ladders, walkways, and man-ways, and

WHEREAS, the Village has undertaken improvements to its village wide water system which includes the replacement of water mains, valves, hydrants, and water service appurtenances, (hereinafter “Village Project”), and

WHEREAS, the Village Project contemplated the rehabilitation of the Village’s existing water storage tank, however, in lieu of rehabilitating its existing water storage tank, the Village has offered to make a one-time payment of \$250,000.00 to the Town in consideration for use of the Town’s new water storage tank to be constructed as part of the Town Project such that upon construction of the Town’s water storage tank, the Village’s existing water storage tank will be demolished and the Village will receive the proper water pressure for fire protection and water supply from the new Town tank, and

WHEREAS, the Town has accepted the Village’s proposal of a payment of \$250,000.00 subject to modification upon certain terms and conditions, as hereinafter set forth, and

WHEREAS, the Town and the Village have arrived at mutual understandings with respect of the payment of \$250,000.00, subject to off-sets, by the Village to the Town, and the Parties enter into the

within Intermunicipal Agreement to set forth in writing their mutual understandings as hereinafter set forth.

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

- (1) The Village shall pay the sum of \$250,000.00 to the Town as a one-time payment for permanent and perpetual use of not less than forty years of the Town's new water storage tank (hereinafter "Tank Contribution") which said sum may be revised upward or downward as hereinafter set forth.
- (2) The Tank Contribution shall be adjusted upward or downward dependent upon the value of any improvement made by either party as part of its respective Project which will materially benefit the other party's Project as certified by Clark Patterson Lee and which adjustments shall be based upon actual bid costs and not estimated amounts.
- (3) It is agreed by the Parties that the Village is paying for the upsize of the water main from 8 inches to 12 inches along Drake Street and Old Ford Road which materially benefits the Town's Project and accordingly, the Village shall off-set its Tank Contribution to the Town by subtraction of the said final amount based on the actual installed quantities and unit pricing contained in the bid.
- (4) The demolition of the Village's existing water storage tank shall take place after the construction of the Town's new water storage tank and the new tank has been placed in service. It is agreed by the Parties that the cost of demolition is a Village cost and responsibility. Demolition of the Village tank will be included as an item in the Town's contract for construction of the Town's new tank, and the contractor will be paid through the Town's contract. The cost of such demolition shall constitute an upward modification of the Tank Contribution by the Village to the Town and such amount shall be added to the Village's contribution.
- (5) The Village's Tank Contribution can be in the form of additional improvements and upgrades made as a part of the Village Project materially benefiting the Town Project and which are mutually agreed upon by the Town and the Village and the value of which is certified by Clark Patterson Lee.

- (6) Final payment of the Village's Tank Contribution after off-sets either upward or downward as provided hereinabove shall be paid by the Village to the Town no later than final close-out of the Town Project.
- (7) There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Agreement. No changes, addition or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.
- (8) This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of both parties.
- (9) This Agreement shall be binding upon and shall inure to the benefit of both of the parties hereto and their respective successors and permitted assigns.
- (10) This Agreement and any transactions by and between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State Of New York.
- (11) The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.
- (12) No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.
- (13) No failure on the part of either 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 either party of any right preclude any other or future exercise thereof or the exercise of any other right.
- (14) All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such terminations.
- (15) This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute the same instrument herein.
- (16) The term of this Agreement shall be for a period of forty (40) years.

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

(SEAL)

TOWN OF ELBA

by _____

Donna Hynes, Supervisor

(SEAL)

VILLAGE OF ELBA

by _____

Norman Itjen, Mayor

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:
)

On the _____ day of _____ in the year 2018, before me, the undersigned, personally appeared **DONNA HYNES**, 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.

(Signature and office of individual taking acknowledgment)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:
)

On the _____ day of _____ in the year 2018, before me, the undersigned, personally appeared **NORMAN ITJEN**, 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.

(Signature and office of individual taking acknowledgment)

ABSTRACT 2-2018

MOTION Councilman Coughlin, second Councilman Chamberlain to approve the following:

General Fund	15-42	\$244,638.80
Highway	2-14	\$25,176.86
Water District 1	1	\$80,075.80
Water District 2	2	\$137.90
	TOTAL	\$350,029.36

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

MOTION CARRIED by unanimous vote (5-0)

COMMITTEE REPORTS

Building and Grounds

Highway Superintendent Yungfleisch offered that the door into the Assessor's office had been replaced. They have been removing the tree at the Pine Hill Cemetery this week on Chapel Street. There is still one tree that needs to be removed. Councilwoman Marshall asked that they look at the Edgerton Road Cemetery as well. Highway Superintendent Yungfleisch said they would have a look.

Councilwoman Marshall asked that the Town look into placing rumble strips on each side of Lockport Road. Highway Superintendent Yungfleisch said he would contact Daniel Stahley from the State.

Zoning Board

No February meeting. The Zoning Board has invited ZEO/CEO Mikolajczyk to attend the March meeting.

Planning Board

Councilman Coughlin has not received the minutes from this meeting yet.

GAM

Councilwoman Zambito had no report. She said that it is difficult for her to attend these meetings.

Cemetery

Councilman Chamberlain spoke with Steve Davis about his contract. He let Mr. Davis know that the contract would need to be reviewed each year. Mr. Davis will review to see if changes need to be made for 2018. Councilman Chamberlain also let Mr. Davis know that the Town Board was not aware of the additional \$150.00 fee on holidays and after 4:00 pm. Mr. Davis said that this payment is taken care of through the funeral homes. The Board will request that Mr. Davis file a monthly report with the services and charges he incurs. Also, a policy will be established asking Mr. Davis to submit a voucher within 15 days of the close of each month.

DEPARTMENT REPORTS

Highway

A letter was received from the DEC. They have contracted with another company to come out and inspect the landfill.

Assessor

Assessor Flansburg stated there will be a massive increase in 2019. The average resident will see an increase of 10% and land will be increased by 15%. This is the trend for Genesee County.

ZEO/CEO

Mr. Mikolajczyk provided a copy of his report to the Board. A copy has been filed in the Town Clerk's office. He also proposed increases to the fee schedule for building and zoning. This will help the Town of Elba come up to speed with fees in other municipalities. Mr. Mikolajczyk will present these changes to the Zoning Board. Please review for approval for next month.

Town Clerk

The Town Clerk reported on the following:

- The 2017 year end and the January 2018 Town Clerk's reports were distributed.
- In compliance with local law, "Dog Control Law of the Town of Elba" a dog census enumeration should take place this year. Discussion ensued. This will be tabled until the next monthly meeting.
- Tax collection going well. Collected \$1,569,447.78 through January 31, 2018. As of February 1st the following were paid:
 - Water District #1 \$ 80,075.80
 - Water District #2 \$140,270.00
 - Fire District \$219,067.00
 - Town Budget \$316,513.00 (General-\$82,111.00, Highway-\$216,689.00, Workers Compensation-\$17,713.00)
 - Genesee Treasurer \$650,000.00
 - Total: \$1,405,925.80

COMMUNICATIONS:

Genesee County Youth Bureau is looking for nominations for Youth Adult Workers to be awarded at their annual banquet.

Elba Fire Department has invited the Board members to their annual banquet. Please let Town Clerk Werth know if you are interested.

Donna Harris, ECS District Clerk sent an email asking if the Town would like to add anything to the schools spring newsletter.

NEW BUSINESS

MUNICIPAL SOLUTIONS — A new contract for general services through Municipal Solutions was presented. The contract showed the various cost for a variety of services. This contract will run two years from issuance.

MOTION Supervisor Hynes, second Councilwoman Marshall to sign the contract as written.

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

MOTION CARRIED by unanimous vote (5-0)

BLUE SKY – Supervisor Hynes reported that a contract was received from Blue Sky. She would like to call them with Highway Superintendent Yungfleisch, they believe this is in the middle of the landfill.

ADJOURNMENT

MOTION was offered from Councilman Chamberlain, second by Councilman Coughlin to adjourn the meeting at 8:27 pm.

Ayes: Chamberlain, Coughlin, Hynes, Marshall, Zambito

MOTION CARRIED by unanimous vote (5-0)

Respectfully Submitted,

Trisha Werth
Town Clerk