

**TOWN OF MOUNT MORRIS  
REGULAR TOWN BOARD MEETING  
NOVEMBER 21, 2024**

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**PRESENT**

**Supervisor:** David DiSalvo

**Councilmembers:** Nate Guzzardi, Jeff Coniglio, Joseph Rawleigh

**Attorney:** Veronica Devries

**Town Clerk:** Chelsey Woodworth

**Livingston County Sheriff Deputy:** Morgan Harrington

**Community Members Present:** Irene Bodnaruk, Johnna and Karl Schrier, Crik Christophel, Steven Zoller, Pete DiSalvo, Chad Woodworth, Tom Yorks

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**CALL TO ORDER**

The meeting was called to order at **6:00 PM** by Supervisor DiSalvo at the Mount Morris Town Hall. Deputy Morgan Harrington led the Pledge of Allegiance.

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**COMMUNITY POLICING**

Livingston County Sheriff's Deputy Morgan Harrington introduced the **Community Policing Initiative**. She discussed outreach programs, recruitment efforts, and encouraged residents to report any issues to the Sheriff's Office for documentation. A concern was raised about noise issues in Tuscarora, and Deputy Harrington advised that all incidents, no matter how minor, should be reported to create a record.

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**INTERMUNICIPAL AGREEMENT**

Councilmember Rawleigh made a motion, seconded by Councilmember Guzzardi, to accept the following resolution:

**RESOLVED**, that the Town Board in the Town of Mount Morris accepts the Letter of Agreement from Livingston County to extend the Intermunicipal Agreement for Equipment, Machinery, Tools, and Services Sharing through January 1, 2025, to December 31, 2025.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

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**SNOW AND ICE CONTROL CONTRACT**

Councilmember Coniglio made a motion, seconded by Councilmember Rawleigh, to accept the **Snow and Ice Control Contract** from Livingston County for the renewal period of **January 1, 2025, to December 31, 2025**.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

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## APPROVAL OF MINUTES

The Board reviewed the minutes from the meeting held on October 17, 2024. A motion to approve the minutes was made by Councilmember Rawleigh and seconded by Councilmember Coniglio.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

The Board reviewed the minutes from the Special Meeting on October 22, 2024. A motion to approve the minutes was made by Councilmember Rawleigh and seconded by Councilmember Guzzardi.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

The Board reviewed the minutes from the Special Meeting on November 4, 2024. A motion to approve the minutes was made by Councilmember Rawleigh and seconded by Councilmember Coniglio.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

The Board reviewed the minutes from the Special Meeting on November 7, 2024. A motion to approve the minutes was made by Councilmember Guzzardi and seconded by Councilmember Rawleigh.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

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## OUTSTANDING CHECKS

Accountant Terri McKerrow presented a list of outstanding checks for the Board to decide whether to void or reissue. Councilmember Coniglio noted that the town had already reissued some of these checks multiple times and suggested they not be reissued again.

Councilmember Rawleigh made a motion, seconded by Councilmember Coniglio to void all the checks on the list.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

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## SUPERVISOR'S REPORT

A motion to approve the Supervisor's Report for October 2024 was made by Councilmember Coniglio and seconded by Councilmember Guzzardi.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

Supervisor DiSalvo reported that the town is facing funding issues in the General A Fund due to outstanding payments from Pure Sky Energy, one of the small solar companies.

Accountant Terri McKerrow recommended transferring \$60,000 from the Highway DA Fund to the General A Fund until the funds are received.

Councilmember Rawleigh made a motion, seconded by Councilmember Coniglio to transfer \$60,000 from the Highway DA Fund to the General A Fund.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

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## PUBLIC HEARING FOR LOCAL LAW NO. 3-2024

Supervisor DiSalvo stated the need to schedule a **Public Hearing for Local Law No. 3-2024, which amends §48.44.3 of the Town Code regarding the Solar Farm Law.** Attorney Devries reviewed the proposed changes with the Board. Councilmember Rawleigh raised concerns after discussions with Code Enforcement Officer Grasby, particularly regarding the high saturation of solar projects in the town. He suggested that this issue should be addressed in the revision and proposed adding battery energy storage to the law. Attorney Devries acknowledged that the draft is still in the preliminary stage, and changes can be made during the Public Hearing. She was unaware of the desire to include battery storage, but noted it could be addressed.

Clerk Woodworth also mentioned having informed the Attorney's office a few months ago about the expiration of the moratorium and the need for the town to be protected, as solar companies had been contacting her. She added that the Battery Storage issue had only been covered by one moratorium, leaving room for another if necessary. Councilmember Rawleigh also noted that there are still some small solar projects pending.

Councilmember Coniglio made a motion, seconded by Councilmember Guzzardi to schedule a Public Hearing for December 19, 2024, at 6:00 PM for **Local Law No. 3-2024, amending §48.44.3 of the Town Code, entitled "Solar Farm Law."**

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

## **BOARD OF ASSESSMENT REVIEW**

Clerk Woodworth informed the Board that Kitt Ceronie's term on the Board of Assessment Review was up for reappointment.

Councilmember Guzzardi made a motion, seconded by Councilmember Rawleigh, to reappoint Kitt Ceronie to the Board of Assessment Review for a term from October 1, 2024, to September 30, 2029.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried.**

## **BOND RESOLUTION – HIGHWAY SALT SHED**

A motion was made by Councilmember Rawleigh, seconded by Councilmember Coniglio, to approve the Bond Resolution for the Highway Salt Storage Shed.

The question of adopting the Bond Resolution for the Salt Storage Shed was duly put to a roll call vote, which resulted as follows:

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Absent:** 1 ( Huff)

The resolution was thereupon declared duly adopted.

## **BOND RESOLUTION – HIGHWAY BUILDING**

Councilmember Guzzardi made a motion, seconded by Councilmember Rawleigh, to approve the Bond Resolution for the Town Highway Department Building.

The question of adopting the Bond Resolution for the Town Highway Department Building was duly put to a roll call vote, which resulted as follows:

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Absent:** 1 ( Huff)

The resolution was thereupon declared duly adopted.

## AMBULANCE REPORT

Supervisor DiSalvo reported:

- **131 calls total:**
  - **26 mutual aid**
  - **105 covered**
  - **3 calls to the prison**

Several trainees are expected to clear training by the **second week of December**.

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## HIGHWAY DEPARTMENT

Supervisor DiSalvo read a letter from **Highway Superintendent Samuel Cipriano** announcing his retirement effective **January 3, 2025**.

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## TOWN CLERK'S REPORT

Town Clerk Chelsey Woodworth requested permission to advertise the upcoming **bagged refuse ticket price increase**. Supervisor DiSalvo stated that a motion would be needed prior to advertising.

**MOTION:** Councilmember Guzzardi made a motion to increase the price of bagged refuse tickets to **\$4.00 each**, effective **January 1, 2025**. Councilmember Rawleigh seconded the motion.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

**MOTION:** Councilmember Rawleigh made a motion to approve the **Clerk's Report for October**, seconded by Councilmember Guzzardi.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

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## AUDIT OF CLAIMS – ABSTRACT 11, YEAR 2024

The Town Board reviewed and approved the following vouchers:

**General A (Vouchers 282-316): \$76,403.68**

Motion by Councilmember Guzzardi, seconded by Councilmember Coniglio.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

**General B (Vouchers 83-89): \$4,379.16**

Motion by Councilmember Rawleigh, seconded by Councilmember Guzzardi.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

**Highway DA (Vouchers 93-108): \$10,549.13**

Motion by Councilmember Guzzardi, seconded by Councilmember Coniglio.

**Vote:** Aye **4** (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No **0**

**Motion Carried**

**Highway DB (Vouchers 27-28): \$23,107.12**

Motion by Councilmember Coniglio, seconded by Councilmember Rawleigh.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

**Recycling SR (Vouchers 29-30): \$1,107.70**

Motion by Councilmember Rawleigh, seconded by Councilmember Guzzardi.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

**Sewer SS (Vouchers 25-26): \$74.78**

Motion by Councilmember Guzzardi, seconded by Councilmember Coniglio.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

**Sewer SW (Vouchers 26-27): \$165.00**

Motion by Councilmember Coniglio, seconded by Councilmember Rawleigh.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

**TOTAL AMOUNT APPROVED FOR ABSTRACT 11: \$111,407.41**

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## **PUBLIC COMMENT**

Gretchen Saunders asked about mowing in cemeteries. Supervisor DiSalvo explained that **\$52,000** was allocated in the budget, with plans to contract out larger cemeteries and have highway workers mow smaller ones.

Saunders also inquired about the damaged monument in Sand Hill Cemetery. Supervisor DiSalvo stated that the monument was damaged in a car accident and that repairs are being handled through insurance. However, the marble is imported from Italy, making replacement difficult.

Tom Yorks expressed concerns about large trees in cemeteries that could potentially damage monuments and headstones.

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## **MUNICIPAL SOLUTIONS**

The board decided to **table the decision** regarding Municipal Solutions until more detailed cost information is provided.

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## **EXECUTIVE SESSION**

Councilmember Rawleigh made a motion to enter **executive session at 6:47 PM** to discuss the medical, financial, or employment history of a particular person or corporation.

Councilmember Coniglio seconded the motion.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

At **7:06 PM**, Councilmember Rawleigh made a motion to exit executive session, seconded by Councilmember Guzzardi.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0  
**Motion Carried**

**ACTION TAKEN:** Attorneys to draft an employment agreement covering all appointed employees.

Councilmember Rawleigh made a motion to have the attorneys begin drafting an **employment agreement** for appointed employees. Councilmember Coniglio seconded the

motion.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried**

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## **ADJOURNMENT**

Councilmember Guzzardi made a motion to **adjourn the meeting at 7:08 PM**, seconded by Councilmember Rawleigh.

**Vote:** Aye 4 (DiSalvo, Guzzardi, Coniglio, Rawleigh) | No 0

**Motion Carried**

**Respectfully Submitted,**

**Chelsey Woodworth**  
**Town Clerk/Tax Collector**

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## ATTACHMENTS

The following documents are attached to these minutes:

1. Intermunicipal Agreement Letter from Livingston County
2. Snow and Ice Control Contract from Livingston County
3. Bond Resolution Highway Salt Shed
4. Bond Resolution Highway Building

(Supporting documents, or contracts will be attached here.)



### LIVINGSTON COUNTY HIGHWAY DEPARTMENT

Jason Wolfanger Superintendent	Shannon Rice Deputy Superintendent	Elaine D. Szoczei Admin. Manager	4389 Gypsy Lane Mt. Morris, NY 14510 Phone (585) 243-6700 Fax (585) 243-6715
Zac Cracknell Deputy Superintendent	Shaun Metcalfe Deputy Superintendent		

**Letter of Agreement to Extend the Intermunicipal Agreement  
For Equipment, Machinery, Tools, and Services Sharing  
(January 1, 2025 – December 31, 2025)**

November 4, 2024

Town of Mt. Morris  
103 Main Street  
Mt. Morris, NY 14510

The parties hereto agree to extend the terms of the Intermunicipal Agreement originally made effective January 1, 2023, for an additional term of one (1) year to terminate on December 31, 2025. This is the second of five renewal options being exercised under the originally executed Agreement. For this renewal year, the parties agree to follow the equipment and wage schedules that will be effective as of January 1, 2025. The parties further agree that pricing for equipment, machinery, and tools shall be modified as specified in the attached schedule (reflects a 5% increase). All other terms and conditions of the original Agreement, not otherwise modified by this Letter of Agreement, shall remain in full force and effect.

**COUNTY OF LIVINGSTON**

By: David L. LeFeber, as Board Chairman

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**TOWN OF MT. MORRIS**

By: David DiSalvo, Supervisor

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**Town of MT.MORRIS**

***COUNTY OF LIVINGSTON***

**COUNTY SNOW AND ICE CONTROL CONTRACT**



**~ COVER SHEET ~**

This contract consists of the following: Contract, Appendices, Exhibits, and Board Resolutions which are annexed hereto and made a part of such contract.

1. Contract signed and approved as required.
2. Appendices A, B & C.
3. Map of County Road System.
4. Rules and Regulations for Control of Snow and Ice on County Roads.
5. Board Resolutions.

(1)

***COUNTY OF LIVINGSTON***

**COUNTY SNOW AND ICE CONTROL CONTRACT**  
***October 15, 2024 –October 14, 2027***

**AGREEMENT** made \_\_\_\_\_, 2024, between the **COUNTY OF LIVINGSTON**, a municipal corporation with its principal offices at the Livingston County Government Center, 6 Court Street, Geneseo, New York 14462, and the **TOWN OF MT. MORRIS** a municipal corporation with its principal offices at **103 Main St., MT. MORRIS New York 14510**



**WHEREAS**, pursuant to Highway Law Section 102 (1), the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all county roads and bridges within the County; and

**WHEREAS**, pursuant to Highway Law Section 135, the Board of Supervisors shall annually appropriate and expend such sum as it deems proper for the removal of snow from County roads and for sanding, or otherwise treating, said roads for the purpose of removing the danger due to snow and ice thereon; and

**WHEREAS**, pursuant to Highway Law Section 135-a, the County Superintendent of Highways, may contract with a Town and a Town Superintendent for the removal of snow from County roads or for sanding or otherwise treating said roads for the purpose of removing the danger due to snow and ice thereon, subject to the approval by resolution of each of the legislative bodies of the County and Town; and

**WHEREAS**, the County of Livingston desires to enter into a contract with the Town for control of snow and ice conditions on County roads; and

**WHEREAS**, the Town is willing to undertake the control of snow and ice conditions on County roads within said Town.

*The parties agree as follows:*

**1. RIDER:** All schedules and exhibits set forth in the Cover Sheet attached to this contract is incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.

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***COUNTY OF LIVINGSTON***

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**COUNTY SNOW AND ICE CONTROL CONTRACT**

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**2. PURPOSE OF THE CONTRACT:** This contract is intended to provide for snow and ice control on County roads and bridges located within the Town pursuant to the provisions of Sections 135 and 135-a of the Highway Law.

**3. OBLIGATIONS OF TOWN:**

**a. Undertaking:** The Town does hereby undertake snow and ice control on County roads, including town line bridges (except where the weight limits are restricted for the Town's vehicle, when it will be undertaken by the County), within said Town, a total of **14.99** miles, as the same are shown on a map of the Livingston County Road System, a copy of which is annexed hereto. The total miles to be subject to the provisions of this contract may change during the term of this contract or any extension hereof because of changes in the County Road System resulting from additions, abandonments, relocations, realignments or such other cause as may be deemed necessary by the County or its Superintendent of Highways in the best interests of the County.

**b. Manner of Snow and Ice Control:** Snow and ice control shall be performed on County roads in such Town in the following manner:

i. By removal of snow from County roads on **14.99** miles of two lane road, as shown on the exhibit annexed hereto.

ii. By sanding and otherwise treating the County roads with snow and ice on **14.99** miles of two lane road, as shown on the exhibit annexed hereto.

**c. Duties of the Town Superintendent:** On behalf of the Town, the Town Superintendent shall perform the work required by this contract and shall:

i. Provide all necessary machinery, tools and equipment.

ii. Provide all necessary personnel and supplies to operate such machinery, tools and equipment.

iii. Furnish any abrasive, chemicals or other materials at such locations and in such quantities as may be necessary.

iv. Comply with all of the provisions of this contract.

(3)

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***COUNTY OF LIVINGSTON***

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**COUNTY SNOW AND ICE CONTROL CONTRACT**

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**OBLIGATIONS OF TOWN:** *(continued)*

**d. County Road Priority:** County roads covered by this contract shall receive first consideration for snow and ice control based upon such road's importance or as may from time to time be designated by the County Superintendent of Highways.

**4. SPECIAL PROVISIONS:** The Town shall comply in all respects with the “**RULES AND REGULATIONS FOR CONTROL OF SNOW AND ICE ON COUNTY ROADS,**” a copy of which is attached hereto. Such Rules may be amended and modified by the County Superintendent of Highways, who shall give ten (10) days prior written notice to the Town. Upon giving notice to the Town such amendments shall become effective. If the Town does not agree with the modification or amendment of the Rules, the Town may give notice of such non-agreement within ten (10) days after receiving the notice regarding amendments, and the County Superintendent of Highways and the Town shall meet to resolve any difference with respect to such amendment or modification. In the event that the County Superintendent of Highways and the Town cannot resolve such difference, the County Superintendent of Highways may unilaterally require compliance with such amendment or modification of the Rules. The Town may, at its option, give notice of termination of this contract, which termination shall be effective not less than one (1) year after the date of receipt of such notice by the County Superintendent of Highways. The County Superintendent of Highways may, in his discretion, shorten such one (1) year period to not less than thirty (30) days.

**5. PAYMENTS:** During the term of this contract:

**a.** The County shall pay to the Town for work performed pursuant to this contract the following **annual flat rate per centerline mile** for snow and ice control services and materials during the contract year:

<b>October 15, 2024 to October 14, 2025:</b>	<b>\$4,900.00</b>
<b>October 15, 2025 to October 14, 2026:</b>	<b>\$5,000.00</b>
<b>October 15, 2026 to October 14, 2027:</b>	<b>\$5,100.00</b>

**b.** Payment shall be made in three (3) equal installments each year during the term of this contract. The first installment shall be made in January each year followed by another in February and the balance will be paid in August of each year.

(4)

**COUNTY OF LIVINGSTON**

**COUNTY SNOW AND ICE CONTROL CONTRACT**

6. **INSURANCE:** See Appendix C.

7. **TERM OF CONTRACT:**

a. This is a three (3) year contract, commencing on **October 15, 2024**, and ending on **October 14, 2027**.

b. This contract may be terminated by the County Superintendent on the grounds of inadequate or unsatisfactory performance by the Town by the County Superintendent filing an official order in the office of the County Superintendent which shall become effective five (5) days after the County Superintendent shall have mailed a certified copy of same to the Town Clerk. In the event this contract is cancelled by such order, the Town shall be compensated only for the period of the contract year which has expired prior to the effective date of such order. The County Superintendent shall thereafter perform such snow and ice control work in such manner as he shall deem appropriate.

The County Superintendent may also terminate this contract without cause upon providing thirty (30) days prior written notice to the Town.

**(5)COUNTY OF LIVINGSTON**

**COUNTY SNOW AND ICE CONTROL CONTRACT**

*The parties have signed this contract.*

~ LIVINGSTON COUNTY ~

\_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
County Highway Superintendent

\_\_\_\_\_  
Town Supervisor

**NOTE: ATTACH APPENDIX A, B & C TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THESE APPENDICES ATTACHED.**

(6)

**LIVINGSTON COUNTY APPENDIX "A"**

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
2. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
4. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
5. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
6. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

7. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
9. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
10. **SEXUAL HARASSMENT COMPLIANCE CERTIFICATION.** The Contractor hereby certifies that its organization has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Said policy and training, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law. By signing this Appendix, the Contractor certifies its organization is in full compliance with the mandates of the New York State Sexual Harassment Compliance Law.
11. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
12. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
13. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
14. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

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Livingston County

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Contractor/Town  
(Signature of Authorized Official Required)

**LIVINGSTON COUNTY APPENDIX "B"**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
  - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
  - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
  - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
  - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
  - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.
- The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.
- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

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Livingston County

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Contractor/Town  
(Signature of Authorized Official Required)



**LIVINGSTON COUNTY APPENDIX "C"****LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions.

**THE CONTRACTOR/PERMITTEE MUST PROVIDE AN ADDITIONAL INSURED ENDORSEMENT. A STATEMENT ON THE CONTRACTOR/PERMITTEE'S INSURANCE CERTIFICATE THAT THE COUNTY OF LIVINGSTON IS LISTED, AS AN ADDITIONAL INSURED IS NOT SUFFICIENT. THE FORM OF THE ADDITIONAL INSURED ENDORSEMENT MUST BE APPROVED BY THE LIVINGSTON COUNTY ATTORNEY.**

- II. The policy naming the County of Livingston as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
  - Contain a 30 day notice of cancellation;
  - State that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- V. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.
- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

**VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:**

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be “County of Livingston, Livingston County Government Center, 6 Court Street, MT. MORRIS New York 14462-1043.”**
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

\_\_\_\_\_  
Contractor/Town  
(Signature of Authorized Official Required)

\_\_\_\_\_  
Date

**\* EXHIBIT A \***

**MAP FOR TOWN OF**

**MT.MORRIS**

**☐ SNOW & ICE CONTROL ROUTE**

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**\* EXHIBIT B \***

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**RULES AND REGULATIONS  
FOR  
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

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**1. GENERAL:**

- a. The Town, through the Town Superintendent of Highways, who shall have authority to act for the Town, shall give constant attention to the work while it is in progress. The Town shall, at all times, employ labor and equipment which, in the opinion of the Livingston County Highway Superintendent or Designee, shall be sufficient to prosecute the several classes of work to full completion in the manner specified.
- b. The Town shall conduct the work at all times with minimum interference with traffic. The type and quality of any implement used on any part of the work shall be such that no injury to the work or to traffic or to any public highways shall result from its use, and shall be satisfactory to the Livingston County Highway Superintendent or Designee.

**2. SCOPE OF WORK:**

- a. Snow and ice control shall, to the extent provided in paragraph 3 of the "Agreement" herein, include all operations necessary to prevent the accumulation of snow and ice, together with the labor, equipment and materials necessary thereof, and shall include but not be limited to:

Preliminary preparations;  
Plowing during storm, widening following storms and the removal of snow and ice from the traveled way;  
Application of abrasives and chemicals; and  
Communications and reports.

**3. PRELIMINARY PREPARATIONS:**

- a. Only skilled, capable and responsible workmen shall be employed, with experienced supervisors in charge at all times. All equipment to be used shall be of proper type for the use intended and must be in first class condition and repair. Mechanical spreaders for abrasives and chemicals shall be used so far as is practicable. All trucks shall be equipped with adequate and distinctive warning lights and all trucks shall be fully equipped with all equipment mandated by the New York State Vehicle and Traffic Law, and applicable regulations.

**\* EXHIBIT B \***


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**RULES AND REGULATIONS  
FOR  
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

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**3. PRELIMINARY PREPARATIONS:** *(continued)*

b. Care shall be exercised to preserve markers indicating location and extent to guard rails, culverts, curbs and other structures against damage and destruction and necessary replacements shall be made immediately.

c. Abrasives or chemicals, if required, shall be on hand at all times to the extent necessary for immediate protection against any ice conditions that may occur. Stock piles shall be located for minimum haul and the use of gravity bins or mechanical loaders shall be favored. Stock piles shall be so located that trucks loading and unloading shall be entirely clear of the pavement and shoulders of the road. They shall not be located close to dwellings.

d. Sand for abrasives shall be clean, hard, sharp, and free from loam, clay or large frozen lumps, meeting the following specification:

<u>Screen</u>	<u>Passing</u> (% finer)
¼"	100%
#50	0 – 20%
#100	0 – 10%

**4. PLOWING SNOW:**

a. Plowing shall start as soon as practical giving due consideration to the intensity and duration of the storm. Plowing shall continue throughout the storm with blades set to clean the pavement unless storm conditions warrant leaving a brine-slush accumulation until the storm subsides. The snow shall be pushed back off the shoulders and into the ditches to make way for later falls and to ensure that it melts down in the ditches.

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**\* EXHIBIT B \***

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**RULES AND REGULATIONS  
FOR  
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

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**4. PLOWING SNOW:** *(continued)*

b. On super elevated curves all snow shall be removed from the high side so that when it melts the water will not run across the pavement. Care must be exercised not to obstruct public road approaches or hydrants. No plowing shall be done with the plow facing traffic except at intersections or under special permission of the Livingston County Highway Department or its Superintendent. Care shall be exercised to avoid damage to guard rails, headwalls, curbs, signs, markers, etc.

**5. ABRASIVES AND CHEMICALS:**

a. Sanding shall be done on hills, curves, intersections, and other places where icy conditions may cause dangerous driving conditions. It shall be done as soon as possible after icing begins, and it shall be coordinated with snow plowing to minimize loss of abrasives and to properly safeguard traffic.

b. To minimize environmental damage by salt, towns are cautioned to avoid excessive application rates of salt. Spreaders should be calibrated or other methods used so the operator will know the pounds of salt applied per mile for the different spreader control settings and gate settings. For normal conditions, salt application should not exceed 500 pounds per centerline mile, when used in a mix with sand or used alone. Other conditions may require more or less salt.

c. The use of new or experimental materials will be allowed under this contract, **providing that such materials have been approved for use by NYSDOT.** The Town must inform the County of such use.

**6. CLEANING CULVERTS:**

a. **The County will thaw frozen culvert pipes as in the past.** The Town's cooperation in clearing snow from critical culvert pipes and ditches will be needed to prevent washouts during a thaw.

**7. REIMBURSEMENT:**

a. Pursuant to Article 6, Section 135-a, paragraphs b and c of the New York State Highway Law removal of snow and ice on County Roads in accordance with conditions as set forth in the Contract and Rules and Regulations, with exceptions only as herein noted, shall be paid for at the rate set forth in said contract as separately established by resolution duly adopted by the Board of Supervisors and the Town Board.

**\* EXHIBIT B \***


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**RULES AND REGULATIONS  
FOR  
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

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8. **INSURANCE:** See Appendix A & C.

9. **STANDARD CONTRACT RIDER:** See Appendix B.

10. **RENTAL OF COUNTY EQUIPMENT:**

a. In the event the available Town equipment proves insufficient for specific work the Town may call upon the County Superintendent for rental of County owned equipment. If such County equipment is available, the County Superintendent will provide such equipment to the Town with or without operators and supplies for such time as may be required. The Town shall reimburse the County for all such equipment used in the performance of the contract for snow and ice control at the rates established by the New York State Department of Transportation.

b. **County Self-Propelled Truck-Mounted Snowblower:** The County's unit may be available for services under this contract at the County Superintendent's discretion on a priority, case-by-case, as-needed basis operated by a County employee at no charge to the Town.

*PREPARED UNDER THE DIRECTION OF AND APPROVED BY:*

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*County Superintendent of Highways*

*DATED:* \_\_\_\_\_

**A BOND RESOLUTION, DATED NOVEMBER 21, 2024, OF THE TOWN BOARD OF THE TOWN OF MOUNT MORRIS, LIVINGSTON COUNTY, NEW YORK (THE "TOWN") AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT CONSISTING OF THE RECONSTRUCTION OF AND CONSTRUCTION OF IMPROVEMENTS TO THE TOWN'S SALT STORAGE BUILDING (PRIMARILY ROOF REPLACEMENT) AT AN ESTIMATED MAXIMUM COST OF \$42,000 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$42,000 OF THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SUCH PURPOSE, SUCH AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND**

**ANTICIPATION NOTES IN ANTICIPATION OF THE SALE  
OF SUCH BONDS TO THE TOWN SUPERVISOR.**

WHEREAS, the Town Board of the Town of Mount Morris, in the County of Livingston, New York (the “Town”) desires to undertake a capital improvements project consisting of the reconstruction of and construction of improvements to the Town’s Salt Storage Building (primarily roof replacement); and

NOW THEREFORE,

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

SECTION 1. The Town is hereby authorized to undertake a capital improvements project consisting of the reconstruction of and construction of improvements to the Salt Storage building located in the Town, such project to generally consist of the installation of a metal roofing system, as well as other such improvements as more fully identified (or contemplated by) MRB Group, all of the forgoing to include all preliminary work and necessary equipment, materials and related site work, and any preliminary costs and costs incidental thereto and in connection with the financing thereof (collectively, the “Purpose”). The estimated maximum cost of the Purpose is \$42,000.

SECTION 2. The Town Board plans to finance the estimated maximum cost of the Purpose by the issuance of serial bonds in an aggregate principal amount not to exceed \$42,000 of the Town, hereby authorized to be issued therefore pursuant to the Local Finance Law, such amount to be offset by any federal, state, county and/or local funds received. Unless paid from other sources or charges, there shall annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 3. It is hereby determined that the Purpose is an object or purpose described in subdivision 12(a)(3) of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Purpose is ten years; however, the bonds issued pursuant to this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, will mature no later than five years from the date of original issuance of such bonds or notes.

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

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation will be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges, there will annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 62.10, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Town Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in this resolution.

SECTION 9. This resolution shall constitute the declaration (or reaffirmation) of the Town's "official intent" to reimburse the expenditures authorized in this resolution with the proceeds of the bonds, notes or other obligations authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 10. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and may designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3) of the Code.

SECTION 11. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 12. The Town Supervisor is further authorized to call in and redeem any outstanding obligations that were authorized hereunder (at such times and in such amounts and maturities as may be deemed appropriate after consultation with Town officials and the Town's municipal advisor), to approve any related notice of redemption, and to take such actions and execute such documents as may be necessary to effectuate any such calls for redemption pursuant to Section 53.00 of the Local Finance Law, with the understanding that no such call for redemption will be made unless such notice of redemption shall have first been filed with the Town Clerk.

SECTION 13. The Town hereby determines that the Purpose is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQRA") are required.

SECTION 14. In the absence or unavailability of the Town Supervisor, the Deputy Town Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 15. The validity of such serial bonds or of any bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if:

1. (a) such obligations were authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of the law which should be complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication of this notice, or

2. such obligations were authorized in violation of the provisions of the Constitution of New York.

SECTION 16. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper(s) of the Town, or if no newspaper(s) have been so designated, then in a newspaper having general circulation in the Town, which newspaper shall be designated by the Town Board in a separate resolution.



SECTION 17. This resolution is effective immediately.

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**A BOND RESOLUTION, DATED NOVEMBER 21, 2024, OF THE TOWN BOARD OF THE TOWN OF MOUNT MORRIS, LIVINGSTON COUNTY, NEW YORK (THE “TOWN”) AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT CONSISTING OF THE RECONSTRUCTION OF AND CONSTRUCTION OF IMPROVEMENTS TO THE TOWN HIGHWAY DEPARTMENT BUILDING (PRIMARILY HEATING SYSTEM IMPROVEMENTS) AT AN ESTIMATED MAXIMUM COST OF \$43,000 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$43,000 OF THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SUCH PURPOSE, SUCH AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.**

WHEREAS, the Town Board of the Town of Mount Morris, in the County of Livingston, New York (the “Town”) desires to undertake a capital improvements project consisting of the reconstruction of and construction of improvements to the Town Highway Department building (primarily heating system improvements); and

NOW THEREFORE,

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

SECTION 1. The Town is hereby authorized to undertake a capital improvements project consisting of the reconstruction of and construction of improvements to the Highway Department building located in the Town, such project to generally consist of various heating system improvements, including, but not be limited to, improvements to the furnace piping, as well as other such improvements as more fully identified (or contemplated by) MRB Group, all of the forgoing to include all preliminary work and necessary equipment, materials and related site work, and any preliminary costs and costs incidental thereto and in connection with the financing thereof (collectively, the “Purpose”). The estimated maximum cost of the Purpose is \$43,000.

SECTION 2. The Town Board plans to finance the estimated maximum cost of the Purpose by the issuance of serial bonds in an aggregate principal amount not to exceed \$43,000 of the Town, hereby authorized to be issued therefore pursuant to the Local Finance Law, such amount to be offset by any federal, state, county and/or local funds received. Unless paid from other sources or charges, there shall annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 3. It is hereby determined that the Purpose is an object or purpose described in subdivision 12(a)(1) of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Purpose is 25 years; however, the bonds issued pursuant to this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, will mature no later than five years from the date of original issuance of such bonds or notes.

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

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation will be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges, there will annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 62.10, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Town Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in this resolution.

SECTION 9. This resolution shall constitute the declaration (or reaffirmation) of the Town's "official intent" to reimburse the expenditures authorized in this resolution with the proceeds of the bonds, notes or other obligations authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 10. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and may designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3) of the Code.

SECTION 11. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 12. The Town Supervisor is further authorized to call in and redeem any outstanding obligations that were authorized hereunder (at such times and in such amounts and maturities as may be deemed appropriate after consultation with Town officials and the Town's municipal advisor), to approve any related notice of redemption, and to take such actions and execute such documents as may be necessary to effectuate any such calls for redemption pursuant to Section 53.00 of the Local Finance Law, with the understanding that no such call for redemption will be made unless such notice of redemption shall have first been filed with the Town Clerk.

SECTION 13. The Town hereby determines that the Purpose is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQRA") are required.

SECTION 14. In the absence or unavailability of the Town Supervisor, the Deputy Town Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 15. The validity of such serial bonds or of any bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if:

1. (a) such obligations were authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of the law which should be complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication of this notice, or

2. such obligations were authorized in violation of the provisions of the Constitution of New York.

SECTION 16. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper(s) of the Town, or if no newspaper(s) have been so designated, then in a newspaper having general circulation in the Town, which newspaper shall be designated by the Town Board in a separate resolution.

SECTION 17. This resolution is effective immediately.

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