

Present: Town Supervisor Dave DiSalvo; Deputy Town Supervisor Don Huff; Councilmen Joe Rawleigh and Karl Schrier; Acting Town Highway Superintendent Milton Smith; Town Counsel Michael Boncardo; Deputy Town Clerk Kaylee Leone; Village Mayor Kelly Bacon; Deputy Village Mayor Tim Bryant; Village Trustees Kelly Richardson, Mark Torcello, and Beth Shea (entered at 6:45pm); Village Counsel Elijah McWhinney (entered at 6:39pm); Village Clerk/Treasurer Lisa Torcello

Excused: Town Councilman Nate Guzzardi

Others Present: Community members Tracy Kenney, Gretchen Saunders, Joshua Bacon, Cathie Gehrig, Judith Claprod, Tyler Lange, and Nick Shea

## CALL TO ORDER

A joint meeting of the Town Board of the Town of Mount Morris and the Village Board of the Village of Mount Morris was held on January 27<sup>th</sup>, 2026. Town Supervisor Dave DiSalvo called the Town Board meeting to order at 6:30pm. The Village Board convened jointly under the chairmanship of Village Mayor Kelly Bacon. Mayor Bacon led those present in the Pledge of Allegiance.

## TOWNWIDE WATER/SEWER CONTRACT NEGOTIATIONS

Town Counsel Michael Boncardo provided a comprehensive review of the proposed intermunicipal agreement addressing the transfer of ownership, operation, maintenance, and administrative responsibility for the townwide water and sewer systems from the Town of Mount Morris to the Village of Mount Morris. Mr. Boncardo summarized the negotiation history of the agreement, noting that multiple drafts had been exchanged between the parties and that revisions discussed at prior Town and Village meetings had been incorporated into the current draft. He stated that these revisions included clarification of applicable Village Code provisions governing billing and administration, refinement of language related to account identification and administrative authority, and the removal of a previously proposed monetary clause associated with meter replacement costs. Mr. Boncardo advised that both Town and Village counsel had reviewed the revised agreement and found it acceptable in form and substance.

Mr. Boncardo further explained that the agreement preserved its original structure and intent, namely to transfer ownership and operational responsibility of the water and sewer systems while maintaining the existing water and sewer districts. He invited questions and comments from Village officials and emphasized the importance of ensuring that the agreement accurately reflected the operational realities of the transition.

Village Mayor Kelly Bacon addressed the Boards and stated that while she believed the parties were substantively aligned on the agreement, she remained concerned about the logistical and administrative complexities of the transition period. Mayor Bacon emphasized that the installation of Village meters, the transfer of customer accounts, and the assumption of billing responsibilities would require a coordinated effort over an extended period of time. She expressed concern that, absent clear contractual language, ambiguity could arise regarding billing authority and customer responsibility during the interim period. Mayor Bacon questioned whether the agreement should specify an effective date tied to completion of meter installation and full integration of customer accounts into the Village billing system, rather than relying upon a fixed calendar date or the next scheduled billing cycle.

Village Trustee Mark Torcello suggested that the agreement could be structured to become effective as of the completion of the next billing cycle or upon full meter installation, whichever occurred later. Discussion followed regarding the feasibility of this approach given anticipated equipment availability, staffing demands, and seasonal weather conditions.

Town Councilman Joe Rawleigh reported that he had spoken directly with Village Department of Public Works Superintendent Chris Young regarding operational coordination during the

transition period. Councilman Rawleigh stated that Superintendent Young had indicated a willingness to work collaboratively with Town personnel, including coordination related to meter installation and data transfer.

Deputy Village Mayor Tim Bryant requested clarification from Town Highway Superintendent Milton Smith regarding the process for obtaining meter readings during the transition. Superintendent Smith advised that while access to residential properties would require coordination with property owners, Town staff were capable of performing manual meter readings as needed. He stated that Town personnel had prior experience conducting manual readings and could provide those readings to Village staff during the transition period to ensure continuity of billing.

Deputy Mayor Bryant further inquired as to the estimated timeframe for transitioning all Village water accounts. Superintendent Smith stated that approximately 86 accounts would require meter installation and estimated that, under favorable weather conditions and with homeowner cooperation, installation could be completed within a period of several weeks. He noted, however, that weather conditions and scheduling constraints could affect the timeline.

Trustee Torcello questioned the availability of meters, and Town Supervisor Dave DiSalvo responded that he had been advised that meters should be available through the vendor, though he would confirm shipping timelines. Supervisor DiSalvo stated that he wished to proceed with approval of the agreement at this meeting in order to authorize payment for the meters and avoid unnecessary delay in procurement.

Village Clerk/Treasurer Lisa Torcello provided a detailed explanation of the administrative requirements associated with transferring accounts into the Village's billing software. She stated that accounts must be entered individually and cannot be imported in bulk via Excel or comma-separated values, requiring manual entry of customer information, billing classifications, and water and sewer service designations. Clerk/Treasurer Torcello estimated that this work would require approximately 25 to 30 hours of uninterrupted administrative time, followed by additional time to associate newly installed meters with the appropriate customer accounts. She further explained that once initial account data is entered, additional steps are required to finalize rates and services once meters are installed. Mayor Bacon stated that, based on this information, it was unlikely that the administrative transition could be completed in time for the March billing cycle and indicated that June would be a more realistic timeframe for full implementation.

Town Counsel Boncardo raised the possibility of a phased or rolling transition of accounts as meters are installed. Mayor Bacon responded that a rolling transition would present significant challenges due to differing Town and Village rate structures and could result in inconsistent billing practices. Village Counsel Elijah McWhinney asked clarifying questions regarding how any proposed amendments would be incorporated into the agreement and the minutes. Mr. McWhinney stated that, from a legal perspective, he had no substantive concerns with the agreement as drafted and that the Village Board appeared comfortable with the financial terms, subject to adequate staffing and operational capacity to assume the additional responsibilities.

Further discussion addressed billing logistics, including the Village's scheduled meter readings during the second week of March, the use of manual readings during the transition period, and reconciliation of outstanding account balances. Clerk/Treasurer Torcello explained that unpaid balances previously re-levied by the Town had already been addressed through the tax roll, while more recent balances would need to be transferred and reconciled once the Village assumes billing responsibility. Mr. Boncardo noted that account balances identified in the agreement would necessarily change by the June billing cycle and that such changes were anticipated.

Village Counsel McWhinney advised that the agreement could be amended to include explicit language stating that the effective date of the agreement shall be the date on which all water and sewer accounts are served by Village meters and fully incorporated into the Village's electronic billing system. Both Boards expressed agreement that such language accurately reflected their

intent and would provide clarity and protection to both municipalities during the transition period.

Town Supervisor DiSalvo stated that he wished to proceed with approval of the agreement at this meeting, with the understanding that the effective-date language would be added by counsel and memorialized in the minutes. He emphasized that authorizing the agreement would allow the Town to proceed with meter procurement and maintain progress toward implementation.

A motion was made on behalf of the Town Board by Town Supervisor Dave DiSalvo to approve the intermunicipal agreement between the Town of Mount Morris and the Village of Mount Morris regarding the transfer of ownership and operational responsibility for the townwide water and sewer systems, subject to the addition of language establishing that the effective date of the agreement shall be the date on which all water and sewer accounts are on Village meters and fully incorporated into the Village's electronic billing system. The motion was seconded by Town Councilman Joe Rawleigh, and the motion was voted on by the Town Board as follows:

Ayes: 4 (DiSalvo, Huff, Rawleigh, Schrier)

Nays: 0

The motion was carried unanimously.

A corresponding motion was made on behalf of the Village Board authorizing Village Mayor Kelly Bacon to execute the agreement on behalf of the Village, subject to the same effective-date amendment. The motion was seconded and, upon a vote, carried unanimously, with all Village Board members present voting in favor and none opposed.

## ADJOURNMENT

There being no further business to come before the joint meeting, a motion was made to adjourn the Town portion of the meeting. The motion was seconded and carried unanimously. The Town meeting adjourned at approximately 6:55pm.

Respectfully submitted,  
Kaylee R. Leone  
Deputy Town Clerk, Town of Mount Morris

**INTERMUNICIPAL AGREEMENT BETWEEN THE  
TOWN OF MOUNT MORRIS AND THE VILLAGE OF MOUNT MORRIS  
REGARDING THE TRANSFER OF OWNERSHIP AND OPERATIONAL  
RESPONSIBILITIES OF THE TOWN WIDE WATER AND SEWER SYSTEMS**

THIS AGREEMENT is made and entered into this 27th day of January, 2026, between the TOWN OF MOUNT MORRIS, a municipal subdivision of the State of New York, County of Livingston (hereinafter the “Town”) having a principal office at 103 Main Street, Mount Morris, New York 14510, and the VILLAGE OF MOUNT MORRIS, a municipal subdivision of the State of New York, County of Livingston (hereinafter, the “Village” and referred to collectively as “the Parties”) having a principal office at 117 Main Street, Mount Morris, New York 14510,

WITNESSETH:

WHEREAS, the Town currently owns, operates, and maintains the water and sewer systems (collectively, the “Systems”) that serve residents of the Town and Village; and

WHEREAS, the Town currently administers all charges and/or bills relating to the Systems to the residents of the Town and Village; and

WHEREAS, the Systems serve residents of the Town and Village through districts initially created by the Town; and

WHEREAS, the Parties are desirous of transferring the operation and maintenance responsibilities of the Systems from the Town to the Village; and

WHEREAS, the Parties have determined that they have an economic and operational need to transfer the operation, maintenance, and administration of the Systems from the Town to the Village;

NOW, THEREFORE, IT IS HEREBY AGREED, by the Parties, as follows:

Transfer of Ownership of the Systems – The Town hereby agrees to transfer the ownership of the entire water and sewer systems, including water and sewer mains, and all other aspects of the Systems relating to the distribution of water and sewer services to the residents of the Town. The boundaries of such systems are illustrated in Exhibit A of this agreement.

Transfer of Operation and Maintenance Responsibilities – The Town agrees to transfer all operation, maintenance, administrative, and billing responsibilities relating to the Systems to the Village.

Transfer of Reserve Funds and Water and Sewer System Revenue – In exchange for the above transfers, the Town agrees to transfer to the Village the following:

the entire balance of a water system capital reserve fund in the amount of \$48,925.00 plus any interest accrued and the entire balance of a sewer system capital reserve fund in the amount of \$50,180.00 plus any interest accrued, less any outstanding fees due to the Town’s legal counsel and costs associated with the purchase of new meters for the Systems.

Billing – The Village will assume the responsibility of billing the residents of the Town in relation to the Systems and shall be entitled to the proceeds collected from same. The Town agrees to relinquish any claim to such proceeds in exchange for the transfers outlined above.

Meter Ownership and Reading – The Village shall be responsible for the cost associated with maintaining and reading the meters which service the homes and/or properties within the districts that serve the residents with water. The Village shall be entitled to the proceeds collected from same.

Charges to Residents – The charges to the residents of the Town shall remain consistent with the Village’s practice of water billing as set out in Village Code Chapter 226. Prior to the transfer of ownership to the Village, the Town will perform a re-levy of costs and transfer the associated revenue to the Village.

Indemnification

The Town does hereby covenant and agree to indemnify and keep indemnified and save harmless, the Village, against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Village may or shall be liable by reason of its maintenance and ownership of the Systems for any claims the arose prior to the transfer of the Systems to the Village;

The Village does hereby covenant and agree to indemnify and keep indemnified and save harmless, the Town, against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town may or shall be liable in relation to this intermunicipal agreement or for the Systems and/or the associated meters.

Authority for Execution on Behalf of the Town of Mount Morris – The Mount Morris Town Supervisor has executed this agreement pursuant to a Resolution adopted by the Mount Morris Town Board, at a meeting held on January 27, 2026. The Mount Morris Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute and enter into such this agreement on behalf of the Town of Mount Morris. This agreement shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town of Mount Morris Town Clerk/Tax Collector.

Authority for Execution on Behalf of the Village of Mount Morris – The Mayor of the Village of Mount Morris has executed this agreement pursuant to a Resolution adopted by the Mount Morris Village Board, at a meeting held on January 27, 2026. The Mayor of the Village of Mount Morris, whose signature appears hereafter, is duly authorized and empowered to execute this and enter into this agreement on behalf of the Village of Mount Morris. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village of Mount Morris Clerk/Treasurer.

Notices – Any and all notices and payments required hereunder shall be addressed as first listed above, or to such other address as may hereafter be designated in writing by either party hereto.

Waiver – No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the signed written waiver shall include the same.

Modification – This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

District – The parties agree that the Water and Sewer Districts relating to this Agreement will not be dissolved. The Town agrees to re-levy any unpaid bills issued by the Village on the Town's taxes, which amounts collected will be remitted to the Village.

Effective Date of Agreement – This agreement shall be effective upon the date on which (a) all water and sewer accounts are on Village meters and (b) such electronic accounts are transferred to the Village from the Town.

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## **EXHIBIT A**

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

TOWN OF MOUNT MORRIS

By: \_\_\_\_\_  
Town Supervisor

VILLAGE OF MOUNT MORRIS

By: \_\_\_\_\_  
Mayor