

**DRAFT MINUTES  
DECEMBER 17, 2008  
REGULAR TOWN BOARD MEETING**

**Town Hall**

**7:00 P.M.**

Al Lang, Councilman led the pledge to the flag.

**Roll Call**

**Present:** Supervisor Post  
Deputy Supervisor Underhill  
Councilman Lang  
Councilwoman Michalak  
Councilman Gerace

**Others**

**Present:** Town Clerk Morasco  
Building Inspector Worthington  
Roger Muehlig, Daily News Reporter

The Supervisor called the meeting to order at 7:07 P.M.

**November 19, 2008 Public Hearing-Supplemental Rose Water District, November 19, 2008 Public Hearing-Supplemental Alexander/Pike Water District, November 19, 2008 Regular Town Board Meeting, December 5, 2008 Special Town Board Meeting:** Motion Deputy Supervisor Underhill, second Councilman Gerace to approve the minutes as written.

**Ayes:** Underhill, Gerace, Lang, Michalak, Post  
**MOTION CARRIED by unanimous vote (5-0)**

**RESOLUTION NO. 192:**

Councilman Lang offered the following:

**AUTHORIZING AGREEMENT FOR  
FIRE PROTECTION SERVICES FOR FISCAL YEAR 2009**

**WHEREAS**, there has been duly established in the Town of Batavia a Fire Protection District known as the "Town of Batavia Fire Protection District" as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Batavia, Genesee County, New York, on March 24, 1948;

**WHEREAS**, it is proposed that a Contract be entered into with the Town of Batavia Fire Department, Inc. for the furnishing of fire protection in said District by said Town of Batavia Fire Department, Inc.; and

**WHEREAS**, due notice has been given of a Public Hearing held at the Town Hall of the Town of Batavia, New York on the 17<sup>th</sup> day of December, 2008, at 6:45 P.M. to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid and describing in general terms and proposed Contract; and

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**WHEREAS**, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard; now, therefore, be it

**RESOLVED**, it is in the public interest for this Board to contract with the Town of Batavia Fire Department, Inc., and be it further

**RESOLVED**, upon receiving certified copies of resolutions duly adopted by said Town of Batavia Fire Department, Inc., membership and Directors approving the terms and conditions of said Contract that this Town Board shall contract with said Town of Batavia Fire Department, Inc. for the furnishing of fire protection to such District according to the terms of said Contract, a copy of which is annexed to this Resolution and is make a part thereof, and be it further

**RESOLVED**, such contract shall be executed on behalf of the Town of Batavia, New York by its Supervisor and Town Clerk.

**Second by:** Deputy Supervisor Underhill

**Ayes:** Lang, Underhill, Michalak, Gerace, Post

**APPROVED by unanimous vote (5-0)**

**TOWN OF BATAVIA FIRE DEPARTMENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of December, 2008, by and between the **TOWN OF BATAVIA, NEW YORK**, (hereinafter designated as "Town") and the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** of Batavia, New York, (hereinafter designated as "Fire Department").

**WITNESSETH:**

**WHEREAS**, there has been duly established in the said Town of Batavia a fire protection district known as the "Town of Batavia Fire Protection District" as such' territory is more fully described in the Resolution establishing such District and duly adopted by the Town Board of the said Town of Batavia, Genesee County, New York on 24th day of March, 1948; and

**WHEREAS**, following a public hearing duly called, the said Town has duly authorized a Contract with the Fire Department for fire protection in said District upon the terms and conditions herein set forth; and

**WHEREAS**, this Agreement has also been duly authorized by the Directors and membership of the Fire Department, and the Fire Department has provided to the Town certified copies of Resolutions of approval of this Agreement by the Town of Batavia Fire Department Board of Directors and by its membership.

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**NOW, THEREFORE**, the Town does engage the Fire Department to furnish fire protection to said District and the Fire Department agrees to furnish such protection in the manner following, to wit:

1. The equipment and personnel of the Fire Department shall at all times during the term of this Agreement be subject to call for attendance upon any fire occurring in such District, and when notified by any means of a fire within the District, said Fire Department shall respond and attend upon the fire without delay with one or more companies and with suitable fire-fighting equipment and apparatus of the Fire Department. Upon arriving at the scene of the fire, the firefighters of the Fire Department attending shall proceed diligently and in every way reasonably suggested under the circumstances to the extinguishments of the fire and the saving of life and property in connection therewith.

2. The Fire Department covenants and agrees at all times to maintain in force on and in respect to vehicles and equipment owned by it or subject to its control or use, while responding to, attending at or leaving from fires, alarms or calls both inside and outside said District, including, but not limited to, responses in connection with Mutual Aid Plan referred to in Paragraph 5 of this Agreement, an underlying public liability insurance policy for injury to persons and property, including wrongful death, with limits of \$500,000.00 for each person, \$1,000,000.00 for each accident and \$250,000.00 property damage for each accident and an excess public liability policy in the amount of \$3,000,000.00 insuring the Fire Department and the Town against any loss by reasons of personal injury including wrongful death, or property damage caused or contributed to by the negligent operation of said vehicles and/or equipment in connection with a fire, alarm or call in or from said District or in connection with a mutual aid response. In addition, the Fire Department agrees at all times to maintain in force public liability insurance to protect itself and the Town from all other losses occurring in its operations other than those arising out of the use and operation of said vehicles and/or equipment to persons for injury, including wrongful death, and to property in amounts for underlying and excess liability similar to that maintained for vehicles and/or equipment. All liability insurance policies must be obtained through insurance companies licensed to do business within the State of New York, must name the Town of Batavia as insured and must be maintained for the life of this Agreement.

The Fire Department shall deliver a copy of the policy of said insurance to the Town prior to the execution of this Agreement, covenants to pay the premiums thereon in timely fashion and to have said insurance policies provide for thirty (30) days written notice to the Town prior to cancellation. If the Fire Department shall fail to pay said premiums due hereunder in a timely fashion, the Town shall have the right to pay the same and to deduct the cost thereof from the amounts due the Fire Department under paragraph 7 of this Agreement.

In addition, the Fire Department hereby covenants and agrees to indemnify and hold the Town harmless from any and all losses and damages which the Town may sustain, suffer or be required to pay by reason of any claims made against said Town for injury to persons or property, including wrongful death, arising out of the performance of this agreement by the Fire Department to the extent that said losses and damages are not fully covered and paid by the insurance referred to herein.

3. Should any loss or damage whatsoever be sustained to the fire apparatus or other equipment, said loss or damage, including the cost of materials and any other special or incidental expenses incurred in the operation of the fire apparatus or equipment of the Fire Department in answering, attending upon or

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returning from a call for assistance in said Town of Batavia Fire Protection District, irrespective of the cause thereof, shall be a charge upon the Fire Department and not against the Town or against the Town of Batavia Fire Protection District. This fact is taken into consideration by both parties in arriving at the consideration to be paid to the Fire Department pursuant to this Agreement.

4. To the extent that the same is not otherwise provided for by the Genesee County Mutual Aid Plan, by the county of Genesee or by some other source, the Town of Batavia shall pay at its own expense or provide necessary insurance coverage at its expense for any and all claims authorized by law for medical expenses, loss of wages, compensation or other claims arising by reason of the injury or death of a fireman, or member of the Fire Department Emergency Relief Squad, a Fire Police Squad or a Fire Patrol sustained while answering or attending upon or returning from any such call in said District.

5. The Fire Department is hereby authorized by the Town to participate in the Genesee County Mutual Aid Plan and to answer calls for aid and assistance according to said Mutual Aid Plan and System. Nothing contained in this Agreement shall be deemed to prevent the Fire Department from securing reimbursement from any entities other than the Town and the Town of Batavia Fire Protection District for either any loss or damage to its fire apparatus, equipment or materials used for the locality that issues a call for aid or for payments to injured or deceased firemen as provided by any law of the State of New York.

6. In the event that the fire-fighting equipment owned by the Fire Department is in such condition that said Fire Department is unable to fulfill its obligations under this contract to answer or attend any fire occurring in said Town of Batavia Fire Protection District for a period of twenty-one (21) days or longer, the Fire Department covenants to reimburse the Town on a pro rata basis the sums provided to be paid to the Fire Department pursuant to this Agreement retroactive to the first day of said twenty-one (21) day period for the entire period of time during which it is unable to fulfill its obligations under this Agreement.

7. A. The Town covenants and agrees to pay to the Fire Department in consideration for services to be performed pursuant to this Agreement the sum of Six Hundred Fifty-Three Thousand Nine Hundred Nine and 00/100 Dollars (\$653,909.00).

B. The sums as stated in this paragraph to be due and payable on the 1<sup>st</sup> day of February, 2008, upon presentation to the Town of a duly verified voucher therefore. In the event the Town determines that the Fire Department is not in compliance with the requirements specified in Paragraph "9" of this Agreement by the 1<sup>st</sup> day of July, 2009, the Town may withhold an amount equal to five per centum of the sum as stated in this paragraph. Upon the Fire Department complying with the requirements specified in Paragraph "9" of this Agreement, the Town shall immediately pay to the Fire Department all remaining sums owing under the terms of this Agreement.

8. The Town covenants to provide snowplowing services for the parking and driveway area to the Fire Hall owned by the Fire Department, as well as routine maintenance of said parking lot and driveway area, both only to the extent that the Superintendent of Highways of the Town determines that said services can be provided. The Fire Department agrees to provide all materials and supplies for said maintenance services; acknowledges that said routine maintenance services shall be provided only during normal

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business hours of the Town of Batavia Highway Department and as other Town Highway Department functions permit. The Fire Department further acknowledges that said snowplowing services shall be provided only after the Town's Superintendent of Highways is satisfied that the highways of the Town of Batavia are reasonably free and clear of ice and snow and that men and machinery under his supervision and control are free to provide said services. The Fire Department hereby covenants to indemnify and to hold the Town harmless for any injury, loss or damage which the Fire Department or any other person, firm or corporation may suffer, sustain or be required to pay by reason of the Town not providing or failing to provide adequate snowplowing and/or maintenance services under the provisions of this Paragraph.

9. A. The Fire Department will provide an independent, certified audit of the financial affairs of the Fire Department.

B. Upon the Fire Department complying with the requirements of section A of this paragraph, the Town shall immediately pay to the Fire Department all remaining sums owing under the terms of this Agreement.

10. A. The Fire Department shall provide written notice to the Town of capital purchases as early as possible, but in no event not less than 30 days prior thereto; provided, however, that this provision shall not be construed as requiring or constituting any municipal approval or involvement in the corporate affairs of the Fire Department by the Town.

B. The Fire Department shall continue to exercise sound financial practices and planning, including maintenance of capital reserve accounts where feasible.

11. All moneys to be paid under any provision of this Agreement, as well as other payments which may be made from time to time according to applicable provisions of law which regulate the terms and provisions of this Agreement, shall be a charge upon the said Fire Protection District to be assessed and levied upon the taxable real property in said District and collected with the Town Taxes.

12. This Agreement shall become operative and effective from 12:01 a.m. January 1, 2009, and shall continue for a term of one (1) year which will expire at midnight on December 31, 2009.

13. It is understood and agreed that this contract is subject to the provisions of Section 184 of the Town Law of the State of New York.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement in duplicate the day and year first above written.

TOWN BOARD OF THE TOWN OF BATAVIA

BY \_\_\_\_\_  
GREGORY H. POST

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(SEAL)

ATTEST:

\_\_\_\_\_  
TERESSA M. MORASCO, TOWN CLERK

TOWN OF BATAVIA FIRE DEPARTMENT, INC.

BY \_\_\_\_\_  
JOSHUA FINN, PRESIDENT

(SEAL)

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

On the \_\_\_\_ day of December, 2008, before me came GREGORY H. POST, to me known, who, being by me duly sworn, did depose and say that he resides at 8472 Seven Strings Road in the Town of Batavia, New York; and he is the Supervisor of the **TOWN OF BATAVIA, NEW YORK** the municipal corporation described in and who executed the foregoing Agreement; that he knows the seal of said Town; that it was affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

\_\_\_\_\_  
**NOTARY PUBLIC**

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

On the \_\_\_ day of December, 2008, before me came JOSHUA FINN, to me known, who, being by me duly sworn, did depose and say that, he resides at 106 Hutchins Street, Batavia, New York; and he is the President of the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** the corporation described in

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and which executed the foregoing Agreement; that he knows the seal of said Corporation; that it was affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

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**NOTARY PUBLIC**

**RESOLUTION NO. 193:**

Deputy Supervisor Underhill offered the following:

**CONTRACT TO PROVIDE ASSISTANCE TO EMPLOYEES WHO  
HAVE ALCOHOL, DRUG, FINANCIAL AND OTHER PERSONAL PROBLEMS**

**WHEREAS**, at the November 15, 1995 Town Board Meeting the Town Board adopted an Alcohol and Drug Testing Policy;

**WHEREAS**, the Town wishes to provide assistance to employees who have alcohol, drug, financial and other personal problems;

**WHEREAS**, Royal Employer Services will provide these services to the Town at a cost of two hundred, seventy dollars (\$270.00) annually (contract attached).

**RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the contract between the Town of Batavia and Royal Employer Services to provide assistance to employees who have alcohol, drug, financial, and other personal problems.

**RESOLVED**, this contract runs from January 1, 2009 to December 31, 2009.

**Second by:** Councilman Lang

**Ayes:** Underhill, Lang, Michalak, Gerace, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 194:**

Supervisor Post offered the following:

**DRUG AND ALCOHOL TESTING SERVICES**

**WHEREAS**, at the November 15, 1995 Town Board Meeting the Town Board adopted an Alcohol and Drug Testing Policy;

**WHEREAS**, the Town needs to contract for these testing services;

**WHEREAS**, WorkFit Medical, LLC, will provide these services, for employees holding safety

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sensitive positions (costs attached).

**RESOLVED**, the Batavia Town Board hereby retains WorkFit Medical, LLC for drug and alcohol testing services, for employees holding safety sensitive positions per costs above;

**RESOLVED**, this service runs from January 1, 2009 to December 31, 2009.

**Second by:** Councilwoman Michalak

**Ayes:** Post, Michalak, Gerace, Lang, Underhill

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 195:**

Councilwoman Michalak offered the following:

**RESOLUTION TO EXTEND AND MODIFY  
INTER-MUNICIPAL GENERAL AMBULANCE AGREEMENT  
WITH THE CITY OF BATAVIA**

**WHEREAS**, the City of Batavia and Town of Batavia currently have an “Inter-municipal General Ambulance Agreement” (hereinafter referred to as the “Ambulance Agreement”), dated February 24, 2003, wherein the City of Batavia is contractually obligated to provide modern, expeditious and reliable professional emergency advanced life support and emergency ambulance transport capability for those sick or injured persons within the Town of Batavia, and

**WHEREAS**, on or about January 30, 2008, the City and Municipality entered into an “Extension and Modification of Inter-Municipal General Ambulance Agreement”, (the “Extension Agreement”, amending the Ambulance Agreement; and

**WHEREAS**, the current Extension Agreement will terminate on December 31, 2008, and both parties desire to extend this Agreement for an additional one (1) period with certain modifications thereof; and

**WHEREAS**, the City of Batavia has proposed a new Ambulance Agreement to the Town of Batavia, which the Town needs to evaluate and fully explore all available alternatives to provide ambulance services to the residents of the Town, and

**WHEREAS**, the Town of Batavia has requested that the City of Batavia extend the Ambulance Agreement for an additional one (1) year period, and

**WHEREAS**, the City of Batavia will extend the current Extension Ambulance Agreement with certain modifications to December 31, 2009, for the service fee of \$23,798.34, to be received by February 1, 2009. The fee to be paid by the Town of Batavia is based upon the Town’s share of prior call volume for the prior year (June 2007 – May 2008) within the Town, divided by the total number of calls for Genesee County outside of the City of Batavia limits, and



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**WHEREAS**, the City of Batavia will grant a one (1) year extension of the Ambulance Agreement upon receipt of an executed Extension and Modification Agreement for the Ambulance Agreement from the Town prior to December 31, 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York that a proposed "Extension and Modification of Inter-municipal General Ambulance Agreement", annexed and made part of these minutes, is hereby approved, and the Town Supervisor is authorized and directed to execute this Extension Agreement on behalf of the Town.

**Second by:** Councilman Lang  
**Ayes:** Michalak, Lang, Underhill, Gerace, Post  
**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 196:**

Councilman Gerace offered the following:

**RESOLUTION TO APPROVE A RETAIL WATER SUPPLY AGREEMENT  
WITH THE TOWN OF BETHANY**

**WHEREAS**, the Town of Batavia has entered into agreements with Genesee County to be supplied with water and has developed a water distribution system of its own, and has authority to sell water from its distribution system to customers, including other municipalities outside of the Town of Batavia, and

**WHEREAS**, the Town of Bethany has formed the Batavia- Bethany Townline Road Water District within its Town, and

**WHEREAS**, the Town of Bethany on behalf of this Water District desires to purchase water from the Town of Batavia for this District and the Town of Batavia desires to supply water to the properties within said District as retail customers, and

**WHEREAS**, a proposed Retail Water Supply Agreement has been drafted, reviewed and approved by the respective Attorneys for both Towns.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that the Supervisor is hereby authorized and directed on behalf of the Town of Batavia to execute a proposed "Towns of Batavia and Bethany Retail Water Supply Agreement", a copy of which is annexed and made part of the minutes of the Town Board, and be it

**FURTHER RESOLVED** that the sale of water to the residents of the Batavia-Bethany Townline Road Water District in the Town of Bethany will not at this time reduce the supply of the Town of Batavia water so as to render the same insufficient to service all water districts within the Town of Batavia for the

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residents located therein, and be it

**FURTHER RESOLVED** that upon the completion of the execution of the aforesaid “Towns of Batavia and Bethany Retail Water Supply Agreement”, employees of the Town are hereby authorized and directed to take all steps necessary to provide water service to said Town of Bethany Water District, and to effectuate all other terms and conditions set forth in said Agreement.

**Second by:** Councilwoman Michalak

**Ayes:** Gerace, Michalak, Lang, Underhill, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 197:**

Councilman Lang offered the following:

**APPROVAL OF CHANGE ORDER 2008-02  
OPERATION & MAINTENANCE- TOWN OF BATAVIA  
LANDFILL SUPERFUND SITE**

**WHEREAS**, Arcadis is under contract with the Town of Batavia and the City of Batavia to provide Engineering Services at the Town of Batavia Landfill Superfund Site; and

**WHEREAS**, by agreement the Town of Batavia and City of Batavia are requested to fund the Operation and Maintenance activities at the Site; and

**WHEREAS**, Arcadis has submitted a letter detailing the scope of work and cost estimate for providing Operation and Maintenance Engineering Services at the Site for 2009 (attached); and

**WHEREAS**, the cost for the service is estimated at sixteen thousand, four hundred, twenty-five dollars (\$16,425.00), seventy-five percent (75%) to be incurred by the City of Batavia and twenty-five percent (25%) to the Town.

**RESOLVED**, the Town of Batavia hereby authorizes the Supervisor to execute the attached Change Order Approval Form for the aforementioned Engineering Services to be performed by Arcadis, at the Town of Batavia Landfill Superfund Site.

**Second by:** Deputy Supervisor Underhill

**Ayes:** Lang, Underhill, Michalak, Gerace, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 198:**

Deputy Supervisor Underhill offered the following:

**HEALTH INSURANCE FOR**

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NON-BARGAINING EMPLOYEES**

**WHEREAS**, the Town of Batavia currently provides health insurance to the non-bargaining employees through the Genesee County Chamber of Commerce; and

**WHEREAS**, as of January 1, 2009 the Genesee County Chamber of Commerce will no longer be the provider of Health Insurance for the non-bargaining employees; and

**WHEREAS**, the Town received quotes for Health Insurance Coverage to reduce the current costs to the Town and still maintain the level of benefits to the employees; and

**WHEREAS**, Preferred Care EPO through Complete Payroll Processing, Incorporated (CPP, Inc.), Perry, New York proved to be a savings to the Town; and

**WHEREAS**, the monthly cost for the single plan is \$329.00, two-person plan is \$756.69 and the monthly cost for the family plan is \$895.40; and

**WHEREAS**, the Town Board of the Town of Batavia supports maintaining the level of benefit to the non-bargaining employees by reimbursing them in full for medical co-pays by having a Health Reimbursement Arrangement (HRA) through EBS Benefit Solutions, Fairport, New York; and

**WHEREAS**, there will be a one time set-up fee of \$300.00, along with an annual fee of \$275.00 and a fee of \$5.00 per employee per month to maintain the HRA.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes Preferred Care EPO Insurance coverage through CPP, Inc. to the non-bargaining employees who are eligible for health insurance in accordance with the Town's policies and procedures; and be it

**FURTHER RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement between the Town of Batavia and EBS Benefit Solutions.

**Second by:** Councilman Gerace

**Ayes:** Underhill, Gerace, Lang, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 199:**

Supervisor Post offered the following:

**PREMIUM PAYMENT PLAN AGREEMENT BETWEEN THE TEAMSTERS LOCAL 264**

**RESOLVED**, that the Town of Batavia Premium Payment Plan, the purpose of which is to enable employees who are subject to the terms of the agreement between the Town and the Teamsters Local 264,

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Buffalo, New York to pay their portion of the premium for medical insurance with pre-tax wage deduction contributions, is hereby approved effective as of January 1, 2009 (Premium Payment Plan Adoption Agreement and Basic Plan Document attached).

**Second by:** Councilman Lang  
**Ayes:** Post, Lang, Underhill, Michalak, Gerace  
**APPROVED by unanimous vote** (5-0)

**RESOLUTION NO. 200:**

Councilwoman Michalak offered the following:

**MEDICAL EXPENSE REIMBURSEMENT PLAN AGREEMENT BETWEEN THE  
TEAMSTERS LOCAL 264**

**RESOLVED**, that the Town of Batavia Medical Expense Reimbursement Plan, the purpose of which is to provide pre-tax reimbursement up to specified limits for eligible, uninsured medical expenses (i.e., co-pays for doctors visits and prescription drugs) incurred by employees who are subject to the terms of the agreement between the Town and the Teamsters Local 264, Buffalo, New York, is hereby approved effective as of January 1, 2009 (Medical Expense Reimbursement Plan Adoption Agreement and Basic Plan Document attached).

**Second by:** Councilman Gerace  
**Ayes:** Michalak, Gerace, Lang, Underhill, Post  
**APPROVED by unanimous vote** (5-0)

**Abstract No. 12-2008:** Motion Councilman Lang, second Councilwoman Michalak to authorize the Supervisor to pay the following vouchers:

General	\$75,519.15
Highway	10,488.90
Sewer No. 1	3,498.60
Sewer No. 2	3,346.26
Water	18,627.30
Alexander/Pike	301.01
Rose	<u>365.27</u>
<b>TOTAL</b>	<b>\$112,146.49</b>

Check numbers 13246 thru 13322, 1-ACH  
**Ayes:** Lang, Michalak, Gerace, Underhill, Post  
**MOTION CARRIED by unanimous vote** (5-0)

**DEPARTMENT REPORTS:**

**The Supervisor reported on the following for the Water/Sewer Department:**

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**Water Districts-** Securing grant funding with USDA.

**Ellicott Water District** –Closed on the Bond for the Ellicott Water District financing.

**GIS-** Developing GIS training for mapping, infrastructure, and meter reading.

**Building Inspector reported on the following:**

**Code Conference-** Requested authorization to attend the Northern Adirondack Code Enforcement Annual Educational Conference, March 2 through March 5, 2009.

**Vehicle-** Would like to know when he could get authorization to order a new vehicle for the Building Department. The Supervisor stated sometime after the first of the year they could meet and write Specifications.

**Supervisor's Report:**

**Truck, Plow Equipment, & Dump Body-** He met with the Highway Superintendent and supports him to go to bid for the truck, plow equipment and dump body.

**Status Report** on expenditures and revenues is available for the Board's review. The investment sheets will be entered into the minute book. The monies are invested in CD's and are paying a rate of 1.60%.

**Organizational Town Board Meeting** will be January 7, 2009 and a Special Meeting to follow, if needed.

**COMPUTER PURCHASE RECORDS MANAGEMENT-**Motion Supervisor Post, second Councilman Gerace authorizing the Town Clerk to purchase a computer and monitor for the Records Management at a cost not to exceed \$1,100.00, which will be funded through the Archives Grant.

**Ayes:** Post, Gerace, Lang, Underhill, Michalak

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

**NYS ASSOCIATION OF TOWNS CONFERENCE-** Motion Supervisor Post, second Councilman Lang authorizing Daniel Underhill, John Gerace, Patti Michalak, Teressa Morasco and Hiedi Librock to attend the annual NYS Association of Towns Conference in New York City, February 15 through February 18, 2009

**Ayes:** Post, Lang, Underhill, Michalak, Gerace

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

**CODE CONFERENCE-** Motion Supervisor Post, second Councilman Gerace authorizing Clinton Worthington to attend the Northern Adirondack Code Enforcement Annual Educational Conference, March 2 through March 5, 2009 and Bruce Gerould to attend Finger Lakes Building Officials Annual Conference March 16 through March 19, 2009.

**Ayes:** Post, Gerace, Lang, Underhill, Michalak

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

**LEADERSHIP GENESEE-** Motion Supervisor Post, second Deputy Supervisor Underhill authorizing Clinton Worthington to participate in Leadership Genesee in 2009 at a cost of \$1,800.00.

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**Ayes:** Post, Underhill, Michalak, Gerace, Lang  
**MOTION CARRIED by unanimous vote (5-0)**

**\$250,000 2009 COUNTY TAX LEVY-**Motion Supervisor Post, second Councilman Gerace authorizing \$250,000 to be sent to the Genesee County Treasurer to reduce the 2009 County Tax Levy for Town of Batavia property owners.

**Ayes:** Post, Gerace, Lang, Underhill, Michalak  
**MOTION CARRIED by unanimous vote (5-0)**

**WEBSITE DESIGN-** Motion Supervisor Post, Councilman Lang authorizing Rockhopper Technologies to develop and design the Town of Batavia website at a cost of \$2,475.00 (quote attached), contingent upon providing a Certificate of Insurance to the Town of Batavia, listed as additional insured on a primary and non-contributory basis.

**Ayes:** Post, Lang, Underhill, Michalak, Gerace  
**MOTION CARRIED by unanimous vote (5-0)**

**COMMUNICATIONS:**

**Town Clerk reported on the following:**

**November Town Clerk monthly report collected** a total of \$5,414.25 remitted \$4,373.01 to the Supervisor for the Local Share.

**Liquor License Renewal-** Received notice from JPS Corp of Batavia that they would like to renew their NYS Liquor license which expired on November 30 and they would like a waiver of the thirty-day notification to the Town.

**LIQUOR LICENSE RENEWAL-WIAVER-**Motion Councilman Lang, second Deputy Supervisor Underhill authorizing a waiver to JPS Corporation of Batavia, Genesee Lounge, 8204 Park Road, Batavia, New York for the required thirty-day notification of their alcohol license renewal.

**Ayes:** Lang, Underhill, Michalak, Gerace, Post  
**MOTION CARRIED by unanimous vote (5-0)**

Merry Christmas and Happy New Year!!

**COMMITTEE REPORTS:**

**Parks-** Councilman Gerace reported the park committee has been meeting and would like to have an official name for the new park on Galloway Road by June and have a ribbon cutting or something of some sort.

**Farmland Protection-** Deputy Supervisor Underhill reported that the Farmland Protection committee is meeting tomorrow evening at 7:00 P.M.

**NEW BUSINESS:**

**TOWN HALL CLOSED-** Motion Deputy Supervisor Underhill, second Councilman Lang authorizing

**DRAFT MINUTES  
DECEMBER 17, 2008  
REGULAR TOWN BOARD MEETING**

the Town Hall Office to be closed on Friday, December 26, 2008 to extend the holiday.

**Ayes:** Underhill, Lang, Michalak, Post

**Nay:** Gerace

**MOTION CARRIED** (4-ayes, 1-nay)

The Supervisor wished everyone a Merry Christmas!!

**ADJOURNMENT:**

Motion Councilman Gerace, second Councilwoman Michalak to adjourn the Regular Town Board Meeting at 7:38 P.M.

**Ayes:** Gerace, Michalak, Lang, Underhill, Post

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

Respectfully submitted,

Teresa M. Morasco  
Town Clerk