

**AUGUST 1, 2012  
SPECIAL TOWN BOARD MEETING**

**Town Hall**

Sandy Baubie, Deputy Town Clerk, led the pledge to the flag.

**Roll Call**

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

**Others**

**Present:** Deputy Town Clerk Baubie  
Secretary to the Supervisor, Hiedi Librock

The Supervisor called the meeting to order at 5:05 P.M.

**RESOLUTION NO. 134:**

Councilman Lang offered the following:

**RESOLUTION TO APPROVE AN ASSESSMENT SERVICES AGREEMENT  
WITH THE TOWN OF ALEXANDER, AS AMENDED**

**WHEREAS**, on July 18, 2012, the Batavia Town Board passed a Resolution to approve an Assessment Services Agreement by and between the Town of Batavia and the Town of Alexander, and

**WHEREAS**, the Town of Alexander has requested revisions to this proposed Agreement and the Batavia Town Board agrees with this request.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed "Towns of Batavia and Alexander Assessment Services Agreement", as it has been amended, a copy of which is annexed hereto and made part of the Town Board Minutes, is hereby approved and the Town Supervisor is authorized and directed to sign this Agreement on behalf of the Town of Batavia.

**Second by:** Councilwoman Michalak  
**Ayes:** Lang, Michalak, Underhill, Post  
**APPROVED by unanimous vote (4-0)**

**TOWNS OF BATAVIA AND ALEXANDER  
ASSESSMENT SERVICES AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **TOWN OF ALEXANDER**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 3350 Church Street, Alexander, New York 14005, (hereinafter referred to as “Alexander”), and the **TOWN OF BATAVIA**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 3833 West Main Street Road, Batavia, New York 14020, (hereinafter referred to as “Batavia”).

**WHEREAS**, pursuant to Article 5-G of the General Municipal Law, Alexander and Batavia are authorized to enter into an inter-municipal cooperative agreement for the provision of tax assessment services, and

**WHEREAS**, Batavia currently is employing an Assessor fully qualified to provide all assessment services as required by law, and

**WHEREAS**, Batavia intends to continue to maintain the position of Assessor and to provide any support staff necessary to assist her/him to perform assessment duties in both the Towns of Batavia and Alexander.

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

1. Batavia agrees to provide assessment services to Alexander and shall provide a qualified individual to perform said duties outlined herein. The person appointed as Assessor must satisfy the minimum qualification standards for real property assessors established by the State Board of Real Property Services.

2. The Assessor provided by Batavia shall be responsible for assessing all parcels of real property located in Alexander and in Batavia for the purposes of taxation and special ad valorem levies for town, county, special district and school district. The Assessor shall also oversee all other duties as required for assessors by the Real Property Tax Law and the rules of the State Board of Real Property Services. All real property shall be assessed at the same uniform percentage of market value in all of the assessing units participating in the Agreement throughout the term of the Agreement. Such percentage of market value shall be annually printed on the tentative assessment rolls for the participating assessing units.

3. The dates applicable to the assessment process in each municipality, including taxable status date, and the dates for the filing of the tentative and final assessment rolls, shall be the same.

4. The Assessor shall for all purposes be deemed an employee of Batavia. The Assessor shall not in any way be construed as an employee of Alexander. Batavia shall pay the Assessor’s salary and make employer’s contributions for retirement, social security, health insurance, worker’s compensation, unemployment and other similar benefits.

5. Batavia shall indemnify and hold Alexander harmless from any claims made against Alexander by the Assessor, or any third party, arising out of any acts of misfeasance, malfeasance, or non-feasance by the Assessor in the performance of his/her duties while working

for Batavia, including costs of settling any action and reasonable attorney's fees for defense. Alexander shall indemnify and hold Batavia harmless from any claims made against Batavia by the Assessor, or any third party, arising out of any acts of misfeasance, malfeasance, or non-feasance by the Assessor in the performance of his/her duties while working for Alexander, including costs of settling any action and reasonable attorney's fees for defense. Each party will provide the other with timely notice of any claims and shall fully cooperate with each other to defend the same.

6. Batavia shall pay all costs and expenses relating to defending any assessment challenge brought in its jurisdiction and Alexander shall pay all costs and expenses related to defending any assessment challenge brought in its jurisdiction.

7. The terms and conditions of this Agreement shall begin on August 1, 2012, and shall end on July 31, 2014. In order to allow both municipalities to make alternative arrangements for assessment duties, if necessary, the rights and duties of both parties shall not extend beyond the termination date, unless on or before May 1, 2014, Alexander and Batavia enter into an additional Agreement to renew or extend this contractual arrangement upon mutually agreed upon terms and conditions.

8. In consideration and for compensation for the services set forth herein, Alexander shall pay to Batavia the total sum of \$20,000.00 for the first year of this Agreement. This sum shall be paid in two installments of \$8,333.33 on or before September 1, 2012, and \$11,666.67 on or before March 1, 2013. Alexander will pay to Batavia the total sum of \$15,000.00 for the second year of this Agreement to be paid in two installments of \$5,000.00 on or before September 1, 2013, and \$10,000.00 on or before March 1, 2014.

9. In the event that the current Town of Batavia Assessor shall resign or otherwise is no longer able to provide assessment services to Batavia, then Alexander, at its sole option and discretion, may terminate this Agreement with at least ninety (90) days prior written notice to Batavia and thereafter, this Agreement shall be null and void.

10. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF BATAVIA

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By: Gregory H. Post, Town Supervisor

TOWN OF ALEXANDER

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By: Joseph Higley, Town Supervisor

State of New York}

County of Genesee}ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, personally appeared Gregory H. Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York}

County of Genesee}ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, personally appeared Joseph Higley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**SUSPEND THE RULES:** Councilman Lang made a motion to suspend the rules to re-introduce a resolution to appoint a Town Councilman to fill vacancy. Seconded by Councilwoman Michalak.

**Ayes:** Lang, Michalak, Underhill, Post  
**APPROVED by unanimous vote (4-0)**

**RESOLUTION:**

Councilman Lang offered the following:

**RESOLUTION TO APPOINT A TOWN COUNCILMAN TO FILL A VACANCY**

**WHEREAS,** Councilman John Gerace previously submitted a written letter of resignation which was filed with the Town Clerk, thereby creating a vacancy for this position, and

**WHEREAS,** pursuant to Section 64(5) of the Town Law, the Town Board is authorized, but not required, to fill this vacancy, and

**WHEREAS,** the Town Board does intend to appoint an individual to fill this vacancy.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that pursuant to Section 64(5) of the Town Law, Chad Zambito is hereby appointed as a Town Councilman to fill the vacancy in this office, to serve until midnight on December 31, 2012.

**Second By:** Councilwoman Michalak

**Discussion:** After a lengthy discussion as to whether this should have been revisited at this special meeting the following motion was made:

**RESCIND:** Motion was made by Councilman Lang to rescind the resolution offered. Second by Councilwoman Michalak.

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

**MOTION CARRIED by unanimous vote (4-0)**

**ADJOURNMENT:** Motion made by Supervisor Post, second Councilman Lang to adjourn the Special Town Board Meeting at 5:15 P.M.

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

**MOTION CARRIED by unanimous vote (4-0)**

Respectfully submitted,

Sandra M Baubie  
Deputy Town Clerk