

**DECEMBER 18, 2013  
REGULAR TOWN BOARD MEETING**

**Town Hall**

**7:00 P.M.**

Dan Underhill, Deputy Supervisor led the pledge to the flag.

**Roll Call**

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

**Others**

**Present:** Town Clerk Morasco  
Paul Barret, Fire Chief  
Daniel Lang, Town Building Inspector  
Roger Muehlig, Daily News Reporter

The Supervisor called the meeting to order at 7:05 P.M.

**November 20, 2013 Regular Town Board Meeting:** Motion Councilman Lang, second Councilman Zambito to approve the minutes as written.

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

**RESOLUTION NO. 186:**

Councilman Lang offered the following:

**AUTHORIZING AGREEMENT FOR  
FIRE PROTECTION SERVICES FOR FISCAL YEAR 2014**

**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 18th day of December, 2013, at 6:55 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

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

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**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:** Councilwoman Michalak

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

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

The Supervisor expressed his appreciation on the extraordinary job preformed by the Town of Batavia Fire Department.

**TOWN OF BATAVIA FIRE DEPARTMENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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.

**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:

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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 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

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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 Eight Hundred Twenty-Two Thousand Seventy-Five Dollars (\$822,075.00).

B. The sums as stated in this paragraph to be due and payable on the 1<sup>st</sup> day of February, 2014, upon presentation to the Town of a duly verified voucher therefore.

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 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.

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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, 2014, and shall continue for a term of one (1) year which will expire at midnight on December 31, 2014.

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

(SEAL)

ATTEST:

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

TOWN OF BATAVIA FIRE DEPARTMENT, INC.

BY \_\_\_\_\_  
MICHAEL JONES, PRESIDENT

(SEAL)

**STATE OF NEW YORK**

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**COUNTY OF GENESEE) ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2013, 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.

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**NOTARY PUBLIC**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2013, before me came Michael Jones, to me known, who, being by me duly sworn, did depose and say that, he resides at 17 Lincoln Avenue, Batavia, New York; and he is the President of the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** the corporation described in 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. 187:**

Deputy Supervisor Underhill offered the following:

**AUTHORIZATION TO EXECUTE  
AGREEMENT BETWEEN THE NEWYORK STATE DEPARTMENT OF MOTOR VEHICLES  
FOR USAGE OF THE TOWN HALL**

**RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the agreement, (attached) between New York State Department of Motor Vehicles and the Town of Batavia for the use of a room at the Town Hall for the purpose of Motor Vehicle Hearings.

**Second by:** Councilman Lang

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

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

**AGREEMENT**

This Agreement is made by and between the New York State Department of Motor Vehicles (“DMV”), located at 6 Empire Plaza, Swan Street Building, Albany, New York 12228, and the Town of Batavia (the “Town”), with offices located at 3833 West Main Street Road, Batavia, NY 14020. DMV and the Town shall collectively be referred to herein as the “Parties”.

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The purpose of this Agreement is for the rental of the currently used Hearing Room in the Batavia Town Hall, located at 3833 West Main Street Road, Batavia, NY, for conducting DMV Safety and Business Hearings.

The Parties agree as follows:

1. **TERM & HOURS OF USE:** This Agreement shall take effect on January 1, 2014 and will remain in effect for a period of one (1) year, ending on December 31, 2014, with the option to amend or extend for additional one (1) year periods. DMV shall use the Hearing Room from no more than three days each month, between the hours of 10:00 A.M. and 3:00 P.M.

2. **FEE:** DMV shall pay the Town the sum of Nine Hundred Dollars (\$900.00) in advance for the use of said Hearing Room, said sum representing a rental fee of Seventy-Five Dollars (\$75.00) per month for a period of twelve (12) months. Payment shall be made upon DMV's receipt of the Town's invoice for payment and in accordance with Article XI-A of the NYS Finance Law. Should either party terminate this Agreement, the Town agrees to reimburse DMV Seventy-Five Dollars (\$75.00) for each full month remaining from the date of termination to the expiration date of this agreement.

3. **CHANGE OF SCHEDULED USE OR LOCATION OF HEARING ROOM:** The Town shall make such Hearing Room available to DMV as scheduled. However, the Parties agree to make reasonable effort to accommodate each other's scheduling needs concerning any change in the location or scheduled use of the Hearing Room.

- a. **NOTICE OF CHANGE:** In the event DMV requires a change of the dates the Hearing Room will be used, or the Town needs to change the Hearing Room another location, the party requesting the change must provide the other party with written notice of such changes no later than 45 days before the next scheduled use date.
- b. The Town agrees that any change in location shall be to similar accommodations located in the same building, where possible, or to a building located in the same town.

Such similar accommodations must (a) be within a reasonable distance from the current site, and (b) provide adequate parking, heating, air conditioning, lighting, rest room, and electrical facilities required for conducting DMV's Safety and Business Hearings.

- c. DMV's use of the Hearing Room less than three days per month in any month shall not constitute a waiver of DMV's right to use the room as scheduled in any subsequent month.

4. **ACCESS TO HEARING ROOM:** The Town shall provide access to the Hearing Room to all individuals required for the conduct of such hearings, including all parties and witnesses.

5. The Town shall provide janitorial and maintenance services to the premises; and DMV will make reasonable effort to keep the Hearing Room clean and orderly.

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6. **TERMINATION:** Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

Notice of termination must be directed as follows:

TO DMV: Dale Schifter Solomon Senior Administrative Law Judge 30-56 Whitestone Expressway Flushing, NY 11354	TO TOWN: Gregory H. Post Town Supervisor Town of Batavia 3383 West Main Street Road Batavia, NY 14020
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In Witness Whereof, the Parties hereto have executed this agreement by their duly authorized officer or representative.

**Dated:** \_\_\_\_\_

<b>Town of Batavia</b> <b>By,</b>  _____ Gregory H. Post Town Supervisor	<b>New York State Department of Motor Vehicles</b> <b>By,</b>  _____ Maureen Younkin Director, Procurement Services
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**RESOLUTION NO. 188:**

Supervisor Post offered the following:

**APPLICATION X-TENDER/QUICK SCAN PRO  
MAINTENANCE AGREEMENT  
BETWEEN BIEL'S AND THE TOWN OF BATAVIA**

**WHEREAS,** the Town purchased Documentum Software (Application X-tender & Quick Scan Pro in January 2009 from Biel's for records management; and

**WHEREAS,** in January 2010 additional modules and applications were purchased from Biel's through the Local Government Records Management Grant funds received by the Town; and

**WHEREAS,** the annual maintenance cost for this software is five thousand, seven hundred, twelve dollars (\$5,712.00) (agreement attached), the current agreement expires January 13, 2014.

**NOW, THEREFORE, BE IT**

**RESOLVED,** the Batavia Town Board hereby authorizes the Supervisor to execute the annual



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Maintenance Agreement for the Documentum Software between the Town of Batavia and Biel's at a cost of five thousand, seven hundred, twelve dollars (\$5,712.00) for one (1) year starting January 14, 2014.

**Second by:** Councilman Zambito

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

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

**RESOLUTION NO. 189:**

Councilwoman Michalak offered the following:

**TRAINING WORKSHOP**

**RESOLVED**, the Batavia Town Board hereby authorizes the following personnel to attend training workshops:

Kathy Jasinski and Jeremy Liles - Genesee County Planning SEQR Training (was) December 17, 2013. There is no cost for this training

Brittany Witkop, Jon Long, Lou Paganello, and Gary Diegelman- Genesee County Planning SEQR Training December 19, 2013. There is no cost for this training.

Steve Tanner- NYS Water Environment Association meeting (was) December 13, 2013 at a cost of \$95.00.

Bruce Gerould and Clinton Worthington- Finger Lakes Building Officials Annual Conference (FLBOA) March 17 through March 20, 2014 in Henrietta at a cost of \$390.00 each. Expenditure will be from the 2014 budget. A Town vehicle will be used.

Teressa Morasco - NYSTC Regional Meeting/Training, January 13, 2014 in Westchester, New York at a cost of \$45.00.

**Second by:** Councilman Zambito

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

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

**RESOLUTION NO. 190:**

Councilman Zambito offered the following:

**CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN  
THE TOWN OF BATAVIA AND THE TOWN OF PAVILION**

**WHEREAS**, the Town of Batavia and the Town of Pavilion entered into a Code Enforcement Officer Agreement for 2013; and

**WHEREAS**, the agreement addresses the need for the Town of Pavilion to have its Codes

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enforced by the Town of Batavia Code Officials

**NOW, THEREFORE, BE IT**

**RESOLVED**, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to enter into an agreement between the Town of Batavia and the Town of Pavilion for Code Enforcement Services for 2014 (agreement attached); and be it

**FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the aforementioned agreement.

**Second by:** Councilman Lang

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

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

**CODE ENFORCEMENT**

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **Town of Pavilion**, a municipal corporation with offices at 1 Woodrow Drive, Pavilion, NY 14525 ("Pavilion"), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 ("Batavia"),

**WHEREAS**, pursuant to article 5-G of the General Municipal Law, Pavilion and Batavia are authorized to enter into an inter-municipal cooperative agreement for the provision of Code Enforcement services, and

**WHEREAS**, Batavia employs fully qualified Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

**WHEREAS**, Pavilion has identified a need to have its Codes enforced by Batavia, and

**WHEREAS**, Batavia intends to continue to maintain the position of Code Enforcement Officer and to provide Code Enforcement Duties in both the Town of Batavia and the Town of Pavilion.

**NOW THEREFORE, BE IT RESOLVED** pursuant to Article 5-G of the General Municipal Law, it is agreed as follows:

**First:** That Pavilion shall appoint the Code Enforcement Officers of the Town of Batavia as its Code Enforcement Officers.

**Second:** In consideration for compensation for the services set forth herein, Pavilion shall pay Batavia \$15,000.00 per year of this agreement. The sum shall be paid during the 2014 budget year to provide services for the year of 2014.

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**Third:** The services that will be provided will be to administer the adopted NYS Building Codes, Town of Pavilion Zoning Code and Town of Pavilion Land Separation Law.

**Fourth:** Services provided will be on call and available during business hours of Monday thru Friday work week from 9am- 3pm.

**Fifth:** The Code Officer shall for all purposes be deemed an employee of Batavia. The Code Officer shall not in any way be construed as an employee of Pavilion. Batavia shall pay the Code Officers salary and make employer's contributions for retirement, social security, health insurance, worker's compensation, unemployment and other similar benefit.

**Sixth:** This agreement does not include attorney services and Pavilion shall provide and pay for all attorney services and expenses in its jurisdiction.

**Seventh:** This agreement shall become effective on January 1<sup>st</sup> 2014 and expire on December 31<sup>st</sup> 2014 with an option for either municipality to terminate this agreement upon a ninety (90) day written notice to the other municipality.

**Eighth:** 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 Towns have caused this Agreement to be signed by the Supervisors and the Town Seal attached on the date first set forth above.

**TOWN OF PAVILION**

**TOWN OF BATAVIA**

\_\_\_\_\_  
**Theron Howard, Supervisor**

\_\_\_\_\_  
**Gregory H. Post, Supervisor**

**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared **Theron Howard**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 191:**

Councilman Lang offered the following:

**CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN  
THE TOWN OF BATAVIA AND THE TOWN OF ELBA**

**WHEREAS**, the Town of Batavia and the Town of Elba entered into a Code Enforcement Officer Agreement in August 2008; and

**WHEREAS**, the agreement addresses the need for each party to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

**NOW, THEREFORE, BE IT**

**RESOLVED**, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of Elba for Code Enforcement coverage (agreement attached); and be it

**FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the aforementioned agreement.

**Second by:** Deputy Supervisor Underhill  
**Ayes:** Lang, Underhill, Michalak, Zambito, Post  
**APPROVED by unanimous vote (5-0)**

**CODE ENFORCEMENT  
AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between the **Town of Elba**, a municipal corporation with offices at 7 Maple Avenue, Elba, New York 14058 (“Elba”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

**WHEREAS**, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and

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Building Codes and other various codes and regulations, and

**WHEREAS**, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

**NOW THEREFORE, BE IT RESOLVED**, pursuant to Article 5-G of the General Municipal Law, it is agreed as follows:

**First:** That Elba shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

**Second:** That Batavia shall appoint the Code Enforcement Officer of the Town of Elba as one of its Deputy Code Enforcement Officers.

**Third:** That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party's Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party's purposes with prior authorization.

**Fourth:** The rate shall include the hourly cost to the Town for the Code Enforcement Officer's wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall not exceed such hourly costs.

**Fifth:** Each Town Supervisor shall notify the other Town Supervisor as soon as it becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

**Sixth:** Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

**Seventh:** This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect until December 31, 2015.

**Eighth:** This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

**Ninth:** All notices shall be sent to the respective Towns at their addresses as set forth above.

**IN WITNESS WHEREOF**, the Towns have caused this Agreement to be signed by the Supervisors and the Town Seal attached on the date first set forth above.

**TOWN OF ELBA**

**TOWN OF BATAVIA**

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**Lucine Kauffman, Supervisor**

**Gregory H. Post, Supervisor**

**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared **Lucine Kauffman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 192:**

Deputy Supervisor Underhill offered the following:

**CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN  
THE TOWN OF BATAVIA AND THE TOWN OF PEMBROKE**

**WHEREAS**, the Town of Batavia and the Town of Pembroke entered into a Code Enforcement Officer Agreement in February 2007; and

**WHEREAS**, the agreement addresses the need for each party to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

**NOW, THEREFORE, BE IT**

**RESOLVED**, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of Pembroke for Code Enforcement coverage (agreement attached); and be it

**FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the aforementioned agreement.

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

**CODE ENFORCEMENT  
AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **Town of Pembroke**, a municipal corporation with offices at 1145 Main Road, Corfu, NY 14036 (“Pembroke”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

**WHEREAS**, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

**WHEREAS**, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

**NOW THEREFORE, BE IT RESOLVED**, pursuant to Article 5-G of the General Municipal Law, it is agreed as follows:

**First:** That Pembroke shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

**Second:** That Batavia shall appoint the Code Enforcement Officer of the Town of Pembroke as one of its Deputy Code Enforcement Officers.

**Third:** That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party’s Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party’s purposes with prior authorization.

**Fourth:** The rate shall include the hourly cost to the Town for the Code Enforcement Officer’s wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall not exceed such hourly costs.

**Fifth:** Each Town Supervisor shall notify the other Town Supervisor as soon as it becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

**Sixth:** Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

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**Seventh:** This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect until December 31, 2015.

**Eighth:** This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

**Ninth:** All notices shall be sent to the respective Towns at their addresses as set forth above.

**IN WITNESS WHEREOF**, the Towns have caused this Agreement to be signed by the Supervisors and the Town Seal attached on the date first set forth above.

**TOWN OF PEMBROKE**

**TOWN OF BATAVIA**

\_\_\_\_\_  
**Edwin Mileham, Supervisor**

\_\_\_\_\_  
**Gregory H. Post, Supervisor**

**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared **Edwin Mileham**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**STATE OF NEW YORK)  
COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 193:**

Supervisor Post offered the following:

**CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN  
THE TOWN OF BATAVIA AND THE TOWN OF LEROY**



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**WHEREAS**, the Town of Batavia and the Town of LeRoy entered into a Code Enforcement Officer Agreement in December 2006; and

**WHEREAS**, the agreement addresses the need for each party to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

**NOW, THEREFORE, BE IT**

**RESOLVED**, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of LeRoy for Code Enforcement coverage (agreement attached); and be it

**FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute the aforementioned agreement.

**Second by:** Deputy Supervisor Underhill

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

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

**CODE ENFORCEMENT**

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **Town of LeRoy**, a municipal corporation with offices at 48 Main Street, LeRoy, NY 14482 (“LeRoy”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

**WHEREAS**, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

**WHEREAS**, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

**NOW THEREFORE, BE IT, RESOLVED**, pursuant to Article 5-G of the General Municipal Law, it is agreed as follows:

**First:** That LeRoy shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

**Second:** That Batavia shall appoint the Code Enforcement Officer of the Town of LeRoy as one of its Deputy Code Enforcement Officers.

**Third:** That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party’s Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party’s purposes with prior authorization.

**Fourth:** The rate shall include the hourly cost to the Town for the Code Enforcement Officer’s wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall

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not exceed such hourly costs.

**Fifth:** Each Town Supervisor shall notify the other Town Supervisor as soon as it becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

**Sixth:** Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

**Seventh:** This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect until December 31, 2015.

**Eighth:** This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

**Ninth:** All notices shall be sent to the respective Towns at their addresses as set forth above.

**IN WITNESS WHEREOF**, the Towns have caused this Agreement to be signed by the Supervisors and the Town Seal attached on the date first set forth above.

**TOWN OF LEROY**

**TOWN OF BATAVIA**

\_\_\_\_\_  
**Stephen Barbeau, Supervisor**

\_\_\_\_\_  
**Gregory H. Post, Supervisor**

**STATE OF NEW YORK)**  
**COUNTY OF GENESEE) SS.**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared **Stephen Barbeau**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**STATE OF NEW YORK)**  
**COUNTY OF GENESEE) SS.**

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On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 194 :**

Councilwoman Michalak offered the following:

**RESOLUTION TO ESTABLISH POSITIONS  
FIRE INSPECTOR/ZONING ORDINANCE COMPLIANCE OFFICER**

**RESOLVED**, the Batavia Town Board hereby establishes the one (1) full-time Fire Inspector/Zoning Ordinance Compliance Officer (MSD222 duties statement attached).

**Second by:** Deputy Supervisor Underhill

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

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

**RESOLUTION NO. 195:**

Councilman Zambito offered the following:

**RESOLUTION APPOINTING  
FIRE INSPECTOR/ZONING ORDINANCE COMPLIANCE OFFICER**

**WHEREAS**, the 2014 Town Budget reflects appropriations to hire a permanent full- time Fire Inspector/Zoning Ordinance Compliance Officer for the Building Department; and

**WHEREAS**, applications were accepted and reviewed for this position; and

**WHEREAS**, Matthew Mahaney satisfies the requirements and qualifications of the position of Fire Inspector/Zoning Ordinance Compliance Officer.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes the hiring of Matthew Mahaney as a permanent full-time Fire Inspector/Zoning Ordinance Compliance Officer for the Building Department at a rate of \$17.00 per hour, as of January 2, 2014; and be it

**FURTHER RESOLVED**, the expenditure will be appropriated from line item A3620.104, and be

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it

**FURTHER RESOLVED**, there is a six month probationary period for this appointment.

**Second by:** Deputy Supervisor Underhill

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

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

**RESOLUTION NO. 196:**

Councilman Lang offered the following:

**RESOLUTION TO AUTHORIZE PURCHASE OF  
PROJECTOR EQUIPMENT**

**WHEREAS**, the Town Board/Court Room needs a permanent mounted projector system; and

**WHEREAS**, it would require the purchase of an electronic projector screen, projector, and motorized projector mount, along with electrical work; and

**WHEREAS**, the Town Engineering Department sent out an RFP and received three quotes for the electronic projector screen, projector, and motorized projector mount, one of which did not meet necessary requirements and the lowest responsible quote which met the requirements was Hurricane Technologies, Inc., at a cost of Four Thousand Two Hundred dollars and no cents (\$4,200.00) (quote attached).

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes the purchase of an electronic projector screen, projector and motorized projector mount from Hurricane Technologies, Inc. at a cost of Four Thousand Two Hundred dollars and no cents (\$4,200.00), and be it further

**RESOLVED**, the Batavia Town Board hereby authorizes the Electrician for the Town to do the necessary electrical work at a cost not to exceed One Thousand dollars (\$1,000); and be it further

**RESOLVED**, the expenditure will be appropriated from line item A1680.200.

**Second by:** Councilman Zambito

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

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

**RESOLUTION NO. 197:**

Deputy Supervisor Underhill offered the following:

**AUTHORIZING BUDGET TRANSFERS FOR 2013**

**RESOLVED**, the Batavia Town Board hereby authorizes the following Budget Transfers:

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**General Fund:**

From	Amount	To
A1110.401 Justice Williams Contr	1000.00	A1110.402 Justice Cleveland Contr
A1620.404 Town Hall Contr	1500.00	A1220.400 Supv Contr
A1620.404 Town Hall Contr	200.00	A1220.401 Supv Contr
A1620.404 Town Hall Contr	300.00	A1220.402 Supv Contr
A1355.200 Assessor Equipment	2300.00	A1355.402 Assessor – Attorney
A1420.404 Attorney Contr	2868.00	A1355.402 Assessor Attorney
A5132.400 Garage Utilities	300.00	A5132.401 Garage Telephone
A5132.400 Garage Utilities	1500.00	A5132.402 Garage Other Exp
A7110.401 Galloway Road park	5500.00	A7110.102 Parks Pers Svc
A7110.401 Galloway Park	111.00	A7110.402 Sports Park
A7510.400 Historian Contr	1.00	A7510.101 Historian Pers Svc
A8020.403 PB _ Ordinances	1375.00	A8020.405 PB Comp Mst Plan
A8020.401 PB Legal Fees	125.00	A8020.405 PB Comp Mst Plan
A8020.401 PB Legal Fees	261.00	A8020.404 PB Codification
A8020.401 PB Legal Fees	275.00	A8020.102 PB Members
A1620.404 Town Hall Contr	384.00	A1620.200 Town Hall Equip
A8020.406 PB Training	2.00	A8020.400 PB Supplies
A9010.800 Retirement	532.00	A9050.800 Unempl Ins

**Sewer District 2**

SS2-8120.409 Addt'l Repairs	2705.00	SS2-8120.102 PT Pers Svc
SS2-8120.409 Addt'l Repairs	1500.00	SS2-8120.103 Pers Svc
SS2-8120.409 Addt'l Repairs	175.00	SS2-8120.200 Equipment
SS2-8120.409 Addt'l Repairs	970.00	SS2-8120.401 Legal svc
SS2-9710.701 Bond Saile Dr Int	2044.00	SS2-9710.601 Bond Saile Dr Princ

**Water**

SW8340.406 Res Meters	10,000.00	SW8340.400 Contr
SW9010.800 State rRet	10,000.00	SW8340.400 Contr
SW8340.405 Large Meters	1404.00	SW8340.401 Legal Svc

**Second by:** Councilman Zambito

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

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

**RESOLUTION NO. 198:**

Supervisor Post offered the following:

**RESOLUTION TO ENTER INTO A CROSS ACCESS EASEMENT**

**BATAVIA BEACH, LLC**

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**WHEREAS**, the Town of Batavia is seeking a cross access easement over a portion of parcel no. 8.-2-38.1, owned by Batavia Beach, LLC to allow for a cross access roadway which will provide for a future two way vehicular connection between adjacent parcels; and

**WHEREAS**, the Town has requested an Easement from said property owner for such purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that said cross access easement over a portion of parcel No. 8.-2-38.1 to allow for a cross access roadway which will provide for a future two way vehicular connection between adjacent parcels granted by the owner of real property, is hereby approved and accepted with regard to the parcel of land set forth in the Easement, and be it

**FURTHER RESOLVED**, the Supervisor is hereby authorized to execute on behalf of the Town of Batavia any documents necessary to record the Easement.

**Second by:** Councilman Lang

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

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

**RESOLUTION NO. 199 :**

Councilwoman Michalak offered the following:

**RESOLUTION TO ENTER INTO A SANITARY SEWER EASEMENT**

**BATAVIA BEACH, LLC**

**WHEREAS**, the Town of Batavia is seeking a sanitary sewer easement from property owner Batavia Beach, LLC, parcel no. 8.-2-38.1, to install or have installed sanitary sewer lines and appurtenances over a portion of said premises and to operate , maintain and make repairs in connection therewith; and

**WHEREAS**, the Town has requested an Easement from said property owner.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that said sanitary sewer easement to install or have installed sanitary sewer lines and appurtenances over a portion of parcel No. 8.-2-38.1 and to operate , maintain and make repairs in connection therewith, is hereby approved and accepted with regard to the parcel of land set forth in the Easement, and be it

**FURTHER RESOLVED**, the Supervisor is hereby authorized to execute on behalf of the Town of Batavia any documents necessary to record the Easement.

**Second by:** Councilman Zambito

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

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

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**RESOLUTION NO. 200:**

Councilman Zambito offered the following:

**RESOLUTION FOR REDUCTION OF SPEED LIMIT  
SHEPARD ROAD**

**WHEREAS**, residents have expressed concern regarding unsafe traffic conditions on Shepard Road; and

**WHEREAS**, the Town of Batavia is requesting a reduction in the speed limit from 55 MPH to 45 MPH on Shepard Road between the intersections of Putnam Road and Batavia Bethany Town Line Road.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby petitions the Genesee County Highway Department and the New York State Department of Transportation by way of this resolution and form TE 9a to consider a speed reduction from 55 MPH to 45 MPH on Shepard Road between the intersections of Putnam Road and Batavia Bethany Town Line Road.

**Second by:** Deputy Supervisor Underhill

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

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

**RESOLUTION NO. 201:**

Councilman Lang offered the following:

**RESOLUTION TO ENTER INTO AN EASEMENT FOR  
REBECCA S. NICHOLS PROPERTY**

**WHEREAS**, the Town of Batavia has installed a water pipe and a one inch service line upon property owned by Rebecca S. Nichols, located at 9363 Wortendyke Road, in conjunction with the Wortendyke and Pike Roads Water District, and

**WHEREAS**, the Town intends to request an Easement from this property owner for the installation and maintenance of said water line appurtenances.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that the Town will request a Water Utility Easement from the property owned by Rebecca S. Nichols, at 9363 Wortendyke Road in the Town of Batavia, State of New York, Tax Map No. 17-1-16.121, for the installation and maintenance of a water pipe and a one inch service line, and

**BE IT FURTHER RESOLVED** that the Town Supervisor is hereby authorized and directed to sign any and all documents necessary to obtain and record this Water Utility Easement.

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**Second by:** Deputy Supervisor Underhill  
**Ayes:** Lang, Underhill, Michalak, Zambito, Post  
**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 202:**

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO APPROVE A JOINT ASSESSMENT SERVICES AGREEMENT  
WITH THE TOWNS OF LEROY AND PAVILION**

**WHEREAS**, the Town of Batavia and the Towns of LeRoy and Pavilion intend to enter into an intermunicipal cooperative agreement to have the Town of Batavia provide assessment services to the Towns of LeRoy and Pavilion, and

**WHEREAS**, the Town of Batavia has determined that it has the ability to provide the services to all three Towns by using the Batavia Town Assessor, who is and will continue to be fully qualified as required by law to provide assessment services, with any support staffing, as necessary, and

**WHEREAS**, the Town of Batavia has determined that it will be necessary to hire individuals on a part-time basis to assist the Batavia Town Assessor and to be under her supervision and direction to provide these services to the Towns of LeRoy and Pavilion, and

**WHEREAS**, the Town of Batavia and the other two Towns have already started the process to implement the expected terms and conditions of the proposed Agreement, and the Town wishes to enter into the Agreement retroactively.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed "Towns of Batavia, LeRoy and Pavilion Joint Assessment Services Agreement", 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, and be it further

**RESOLVED** that the effective date of this Agreement shall be retroactively to the date of October 18, 2013, and the Town Board does hereby ratify any and all acts, conduct or activities on behalf of the Town of Batavia already completed, in contemplation of implementing this Agreement, and be it further

**RESOLVED** that the Town Board does hereby authorize the Supervisor to hire on a part-time basis such individuals as the Town Assessor believes will be necessary to fulfill the terms and conditions of this Agreement, to be under the direction and supervision of the Batavia Town Assessor, and be it further

**RESOLVED** that the Town Supervisor is hereby authorized and directed to use Town funds for



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compensation and expenses necessary to implement this Agreement, not to exceed the total sum of \$44,630.00, which is the amount to be paid by the Town of LeRoy to the Town of Batavia, pursuant to this Agreement, with a contribution from the Town of Pavilion to be remitted to the Town of LeRoy.

**Second by:** Councilman Lang

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

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

**TOWNS OF BATAVIA, LEROY AND PAVILION  
JOINT ASSESSMENT SERVICES AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between 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”); the **TOWN OF LEROY**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 48 Main Street, LeRoy, New York 14482, (hereinafter referred to as “LeRoy”); and the **TOWN OF PAVILION**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 1 Woodrow Drive, Pavilion, New York 14525, (hereinafter referred to as “Pavilion”).

**WHEREAS**, pursuant to Article 5-G of the General Municipal Law, the three Towns are authorized to enter into an intermunicipal 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 the Towns of Batavia, LeRoy and Pavilion.

**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 both LeRoy and Pavilion, and shall provide qualified individuals 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 Batavia, LeRoy and Pavilion 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

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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 personally and/or by employees under his/her direction shall be present for office hours in the LeRoy Town Hall for a total of 22 hours per week; as well as in the Pavilion Town Hall for a total of 4 hours per week. The dates and times of these office hours shall be mutually agreed upon by and between the Town of Batavia and the Towns of LeRoy and Pavilion, respectively.

5. The Assessor and any support staff shall for all purposes be deemed employees of Batavia. The Assessor and any support staff shall not in any way be construed as employees of either LeRoy or Pavilion. Batavia shall pay the salary and make employer's contributions for retirement, social security, health insurance, worker's compensation, unemployment and other similar benefits for the Assessor, as well as for any other individuals employed by Batavia to fulfill the terms and conditions of this Agreement as support staff.

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

7. Batavia shall pay all costs and expenses relating to defending any assessment challenge brought in its jurisdiction and LeRoy and Pavilion shall each pay all costs and expenses related to defending any assessment challenge brought in its respective jurisdictions.

8. The terms and conditions of this Agreement shall begin on October 18, 2013, and shall end on October 17, 2014. In order to allow all three municipalities to make alternative arrangements for assessment duties, if necessary, the rights and duties of all parties shall not extend beyond the termination date, unless on or before August 17, 2014, Batavia, LeRoy and Pavilion enter into an additional Agreement to renew or extend this contractual arrangement upon mutually agreed upon terms and conditions.

9. It is agreed that the effective date of this Agreement shall be retroactive to October 18, 2013, and all acts and conduct by, and on behalf of, any of the three parties from October 18, 2013, until

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the complete execution of this Agreement, are hereby deemed to be pursuant to the terms and conditions herein, and are hereby ratified by the three Towns.

10. In consideration and for compensation for the services set forth herein, LeRoy shall pay to Batavia the total sum of \$44,630.00 for the first year of this Agreement. This sum shall be paid in two installments of \$22,315.00 on or before March 1, 2014, and \$22,315.00 on or before September 1, 2014. Pavilion will pay to LeRoy the total sum of \$6,700.00 for the first year of this Agreement to be paid in two installments of \$3,350.00 on or before March 1, 2014, and \$3,350.00 on or before September 1, 2014.

11. 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 LeRoy and Pavilion, at their 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.

12. There are no other agreements or understandings, either oral or written, by and among 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

\_\_\_\_\_  
By: Gregory H. Post, Town Supervisor

TOWN OF LEROY

\_\_\_\_\_  
By: Stephen R. Barbeau, Town Supervisor

TOWN OF PAVILION

\_\_\_\_\_  
By: Theron E. Howard, Town Supervisor

State of New York }  
County of Genesee }ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, 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

**DECEMBER 18, 2013**  
**REGULAR TOWN BOARD MEETING**

State of New York }  
County of Genesee }ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, personally appeared Stephen R. Barbeau, 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 \_\_\_\_\_, 201\_\_, before me, the undersigned, personally appeared Theron E. Howard, 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

**RESOLUTION NO. 203:**

Supervisor Post offered the following:

**MITEL/INTER-TEL 5000 TELECOMMUNICATION SYSTEM  
PORT DIGITAL MODULE**

**WHEREAS**, Rel-Comm, Inc. installed the Mitel CS 5000 Telecommunications system upgrade in the Town Hall and Highway Facility in 2009, which included two 16 port digital modules and enrollment in the Software Assurance Program for one year; and

**WHEREAS**, all the ports are in use and an additional module is needed ; and

**WHEREAS**, Rel Comm provided a quote for an additional 16 port digital module, along with a digital phone and flash card to install the upgrades under the Software Assurance Program (quote attached).

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board authorizes the equipment and service as proposed by Rel Comm at a cost of \$1,020.75; and be it

**FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute

**DECEMBER 18, 2013  
REGULAR TOWN BOARD MEETING**

and accept the quote as presented.

**Second by:** Councilman Zambito

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

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

**SUSPEND THE RULES**-Motion Deputy Supervisor Underhill, second Councilman Lang to suspend the rules to introduce an additional resolution.

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

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

**RESOLUTION NO. 204 :**

Councilwoman Michalak offered the following:

**RESOLUTION TO AUTHORIZE PURCHASE OF COMPUTER  
FOR BUILDING AND CODES DEPARTMENT**

**RESOLVED**, the Batavia Town Board hereby authorizes the purchase of a ASUS Laptop Computer, Office Software and Microsoft Windows 8 Pro Upgrade Software at a cost not to exceed one thousand dollars (\$1,000.00) for the Building and Codes Department; and be it further

**RESOLVED**, the expenditure will be appropriated from line item A3620.200.

**Second by:** Councilman Lang

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

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

**Abstract No. 12-2013:** Motion Councilman Lang, second Councilman Zambito to authorize the Supervisor to pay the following vouchers:

General	\$71,032.15
Highway	47,126.84
Sewer No. 1	3,719.51
Sewer No. 2	3,967.11
Water	22,459.75
West Main Sewer	66,915.82
Creek Rd Water	1,800.00
Park Rd Re-Construction	867.54
N/E of Rte 98 Water	2,263.49
Saile Dr Sewer	1,393.20
<b>Total</b>	<b>\$221,545.41</b>

Check numbers 18470 thru 18542, ACH: \$7,420.00, Online: \$8,795.10

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

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

**DEPARTMENT REPORTS:**

**Building Inspector** reported on the following:

- \*Department continues to be very busy.
- \*COR Developing project is moving forward
- \*GCC project is moving forward
- \*Processed approximately 13 residential New Home applications

**Supervisor's Report:**

**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 a CD and is paying a rate of .22%.

**GAM-** The GAM meeting is tomorrow evening at 7:00 p.m.at the Viking Valhalla Restaurant hosted by the Town of Bergen.

The Supervisor thanked the staff and community for the great support and success over the past year. The time and hours spent on creating recreation and business opportunities has be outstanding. Thanks to all.

The Supervisor wished everyone a Happy Holiday and a Prosperous New Year.

Councilwoman Michalak thanked the Supervisor for his outstanding efforts, dedicated time and leadership.

**COMMUNICATIONS:**

**The Town Clerk reported on the following:**

**November Town Clerk monthly report collected a** total of \$9,341.27, remitted \$7,848.73 to the Supervisor for the Local Share.

**2014 Town/County Tax Warrant** was received from the County. Tax bills will be mailed on December 31.

**Genesee County Tax Collector Training-** On December 12, 2013 I attended the training on the new tax collection program.

**ADJOURNMENT:**

Motion Deputy Supervisor Underhill, second Councilwoman Michalak to adjourn the Regular Town Board Meeting at 7:40 P.M.

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

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

Respectfully submitted,

Teresa M. Morasco  
Town Clerk