

FEBRUARY 25, 2009
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 Gerace

Others

Present: Town Clerk Morasco
Roger Muehlig, Daily News Reporter

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

January 21, 2009 Regular Town Board Meeting: Motion Deputy Supervisor Underhill, second Councilman Lang to approve the minutes as written.

Ayes: Underhill, Lang, Michalak, Gerace, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 39:

Councilman Lang offered the following:

**RESOLUTION TO SUPPORT GENESEE COUNTY
SENIOR CENTER RECREATION PROGRAM**

WHEREAS, the City and Town of Batavia have co-sponsored the Senior Center Recreation Program in the past for benefit of its senior citizens; and

WHEREAS, now, Genesee County has assumed the responsibility from the City of Batavia for overseeing the Senior Center Recreation Program;

WHEREAS, the Town of Batavia wishes to continue support for the Senior Center Recreation Program to ensure quality of life for its senior residents.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the expenditure of \$2,695.00 to support the Genesee County Senior Center Recreation Program for the year 2009.

Second by: Councilman Gerace

Ayes: Lang, Gerace, Underhill, Michalak, Post

APPROVED by unanimous vote (5-0)

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

RESOLUTION NO. 40:

Deputy Supervisor Underhill offered the following:

AWARD BID - TRANSFER STATION

WHEREAS, the Batavia Town Board authorized receipt of sealed bids for refuse removal at the Town of Batavia Transfer Station, and

WHEREAS, the bid opening date was scheduled for Wednesday, February 11, 2009 at 10:00 A.M. at the Town Hall (bid summary attached);

WHEREAS, the lowest responsible bidder was Modern Disposal Services, Inc., Model City, New York.

RESOLVED, the Batavia Town Board hereby awards the bid for refuse removal at the Batavia Transfer Station to Modern Disposal Services, Inc., at a cost of forty-two dollars (\$42.00) per ton for household garbage and construction/demolition debris, fifty dollars (\$50.00) per month roll-off rental and one hundred, sixty dollars (\$160.00) per haul.

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Gerace, Post

APPROVED by unanimous vote (5-0)

**TOWN OF BATAVIA
TRANSFER STATION BID OPENING
FEBRUARY 11, 2009 AT 10:00 A.M.**

BIDDER	COST PER TON	COST PER HAUL
Mr. Joseph Hickman	H- \$ 42	\$ 160
Modern Disposal Services, Inc.	C&D- \$ 42	
P.O. Box 209	Rental \$50/mo./roll off	
Model City, New York 14107		
Susan Brace	H- \$ 43	\$ 205
Waste Management	C&D- \$ 43	
100 Ransier Drive	Rental \$ 50 /mo./roll off	
West Seneca, New York 14224		

RESOLUTION NO. 41:

Supervisor Post offered the following:

**AWARDING CONTRACT TO TRANSPORT LEACHATE
FROM THE TOWN OF BATAVIA SANITARY LANDFILL SITE**

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

WHEREAS, the Town of Batavia advertised for bids to transport leachate from the Town of Batavia Sanitary Landfill site;

WHEREAS, the bids were opened February 11, 2009 at 9:30 A.M.;

WHEREAS, A.D. Call & Sons, Stafford, New York, was the lowest responsible bidder (bid summary attached).

RESOLVED, the Batavia Town Board hereby awards the bid to A.D. Call & Sons for transport of leachate from the Town of Batavia Sanitary Landfill Site at a cost of \$.0613 per gallon and authorizes the Supervisor to execute the contract between the Town of Batavia and A.D. Call & Sons, Batavia, New York.

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

BID OPENING
FEBRUARY 11, 2009, 9:30 A.M.
LEACHATE TRANSPORTING

<u>BIDDER</u>	<u>BID AMOUNT</u>
A.D. Call & Sons	.0613/gal

RESOLUTION NO. 42:
Councilwoman Michalak offered the following:

AWARD BID – PLOW EQUIPMENT & DUMP BODY

WHEREAS, the Highway Superintendent received sealed bids for the purchase of Plow Equipment and Dump Body for a new 10 Wheel Truck; and

WHEREAS, the bid opening date was scheduled for Tuesday, February 3, 2009 at 3:00 P.M. at the Town Hall, at which time all bids were publicly opened and read aloud (bid summary attached);

WHEREAS, the lowest responsible bidder, meeting specifications, was Henderson Truck Equipment-NY, Division of Henderson Manufacturing, Watertown, New York.

RESOLVED, the Batavia Town Board hereby awards the bid for the purchase of the Plow Equipment and Dump Body for a new 10 Wheel Truck to Henderson Truck Equipment-NY, at a cost of sixty-five thousand, nine hundred, twenty-seven dollars (\$65,927.00).

Second by: Councilman Gerace

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

Ayes: Michalak, Gerace, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

BID OPENING
FEBRUARY 3, 2009, 3:00 P.M.
PLOW EQUIPMENT & DUMP BODY

BIDDER

BID AMOUNT

Richard Emerling
Valley Fab & Equipment, Inc.
9776 Trevett Road
P.O. Box 380
Boston, New York 14025-0380

Plow & Body \$59,975.00

Mark T. Kough, Sales Manager
Henederson Truck Equipment-NY
22686 Fisher Road
Watertown, New York 13601

Plow & Body \$65,927.00

Norb Buckley, Sales
Smart Systems, Incorporated
320 East Washington Street
Bath, New York 14810

Plow & Body \$71,142.00

Viking Cives
2917 Judge Road
Oakfield, New York 14125

Plow & Body \$64,015.00

RESOLUTION NO. 43:

Councilman Gerace offered the following:

AUTHORIZING BUDGET TRANSFERS FOR 2008

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

General Fund:

<u>From</u>	<u>Amount</u>	<u>To</u>
A1110.105 Justices: Security/Williams Security/Cleveland	18.00	A1110.106 Justices:
A1220.401 Supervisor: Bookkeeper – Cont. P.S.	230.35	A1220.101 Supervisor: Bookkeeper:
A1220.401 Supervisor: Bookkeeper – Cont. P.S.	357.23	A1220.102 Supervisor: Secretary:
A3620.400 Building/Safety Ins.: Cont. Gerould	278.08	A3620.101 Building/Safety Ins.:
A3620.402 Building/Safety Ins.: Engineer Worthington	228.12	A3620.100 Building/Safety Ins.:

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

A3620.401 Building/Safety Ins: Cont.:Legal Worthington	679.95	A3620.100 Building/Safety Ins.:
A3620.400 Building/Safety Ins.: Cont. Worthington	461.50	A3620.100 Building/Safety Ins.:
A3620.120 Building/Safety Ins.: P.S. - OT Worthington	.95	A3620.100 Building/Safety Ins.:
A3620.102 Building/Safety Ins.: Secretary Worthington	79.42	A3620.100 Building/Safety Ins.:
A8020.102 Home Svcs.: Planning Board Worthington	417.58	A3620.100 Building/Safety Ins.:
A8162.400 Transfer Station: Contr. Svc.	241.80	A8162.100 Transfer Station: Pers.
A5132.400 Garage: Contr. - Utilities Clerical	550.12	A5132.101 Garage: Pers. Svcs.-
A8120.400 Reserch & Development: Contr.	241.80	A8162.400 Recycling: Contr.
A8540.401 Water Imp. Thruway: Drainage	122.00	A8750.400 Farmland Protection
A1620.404 Buildings: Equipment – Contr. Utilities	120.76	A5132.400 Garage: Contractual -
A5010.400 Super. of highway: Contr. Operating expense	70.98	A5132.402 Garage: Contr.:
A5132.403 Garage: Contr. - Insurance Utilities	429.36	A5132.400 Garage: Contractual -
A1420.400 Attorney: Contr. - Town Ads	448.00	A1420.402 Attorney: Contr. – Legal
A1620.404 Buildings: Contractual	1263.32	A1620.403 Buildings: Janitorial
A1620.404 Buildings: Contractual Contr.	142.70	A3620.400 Building/Safety Ins.:
A1620.404 Buildings: Contractual Engineering	228.12	A3620.402 Building/Safety Ins.:
A8164.405 Sanitary Landfill: Leach. Treat. Trans.	1620.00	A8164.407 Sanitary Landfill: Leach
<u>Highway</u>		
DA5142.101 Snow Removal: P.S. - Wing S.S.	628.14	DA9030.800 Employee Benefits:
DA5142.400 Snow Removal: Contr.	6948.37	DA5142.100 Snow Removal: P.S.
DA5142.101 Snow Removal: P.S. - Wing	115.43	DA5142.100 Snow Removal: P.S.
DA5130.400 Trans.: Machinery – Contr.	256.73	DA5142.100 Snow Removal: P.S.
DA5110.101 Trans.: General Repair – P.T.	431.48	DA5142.100 Snow Removal: P.S.
DA5110.101 Trans.: General Repair – P.T. – P.S.	362.30	DA5110.100 Trans.: General Repair
DA599 Appropriated Fund Balance – P.S.	10396.78	DA5110.100 Trans.: General Repair
DA599 Appropriated Fund Balance Contr.	256.73	DA5130.400 Trans.: Machinery –
DA599 Appropriated Fund Balance – Contr.	6948.37	DA5142.400 Trans.: Snow Removal

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

Water

SW9010.800 Employee Bene.: State Retire	271.87	SW9030.800 Employee Bene.: S.S.
SW8340.104 Transmission - Barrett	210.00	SW8340.401 Transmission: Contr. –
Legal		
SW8340.105 Transmission - Longevity	457.00	SW8340.400 Transmission:
Contractual		
SW8310.120 Home Svc.: Personal - OT	110.00	SW8340.400 Transmission:
Contractual		
SW8340.404 Trans.: Replacement Reserve	1026.00	SW8340.400 Transmission:
Contractual		

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

RESOLUTION NO. 44:

Councilman Lang offered the following:

**APPROVAL OF CHANGE ORDER #3
SAILE DRIVE SANITARY SEWER MAIN**

WHEREAS, MILHERST CONSTRUCTION, INC. is under contract with the Town of Batavia for the Saile Drive Sanitary Sewer Main Project,

WHEREAS, MILHERST CONSTRUCTION, INC. has submitted the final closeout change order(Deduct) for adjustments to bid quantities and in the deduct amount of (\$1,804.00) (attached),

WHEREAS, CLARK PATTERSON LEE has recommended approval of the change order request,

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia Town Board hereby authorizes the Supervisor to execute the attached Change Order.

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

RESOLUTION NO. 45:

Deputy Supervisor Underhill offered the following:

**FINAL ACCEPTANCE OF PROJECT AS COMPLETE
SAILE DRIVE SANITARY SEWER MAIN**

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

WHEREAS, MILHERST CONSTRUCTION, INC. has certified completion of the Saile Drive Sanitary Sewer Main project, and;

WHEREAS, Clark Patterson Lee, P.C. has recommended approval and final acceptance of project as complete (attached).

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia hereby accepts the project as complete and approves final payment.

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Gerace, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 46:

Supervisor Post offered the following:

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

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 or provide water from its distribution system to customers, including other municipalities outside of the Town of Batavia, and

WHEREAS, the Town of Batavia has duly formed pursuant to the provisions of Article 12 of the Town Law, the Ellicott Street Road and Townline Road Water District within its Town, and

WHEREAS, the Town of Stafford has duly formed pursuant to the provisions of Article 12 of the Town Law, Water District No. 6, and

WHEREAS, the Towns of Batavia and Stafford entered into a "Town of Stafford and Batavia Water Districts Intermunicipal Agreement", dated September 13, 2007, whereby provisions were made to jointly construct the water facilities to service both of the aforesaid Water Districts within the respective Towns, and

WHEREAS, the Town of Stafford on behalf of the Water District No. 6 desires to have the Town of Batavia provide water for Water District No. 6, and the Town of Batavia desires to supply water to the properties within said District.

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 Stafford Retail Water Supply Agreement", a copy of which is annexed and made part of the minutes of the Town Board, and be it

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

FURTHER RESOLVED that providing water to the residents of Water District No. 6 in the Town of Stafford 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 residents located therein, and be it

FURTHER RESOLVED that upon the completion of the execution of the aforesaid "Towns of Batavia and Stafford 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 Stafford Water District No. 6, and to effectuate all other terms and conditions set forth in said Agreement.

Second by: Deputy Supervisor Underhill

Ayes: Post, Underhill, Michalak, Gerace, Lang

APPROVED by unanimous vote (5-0)

**TOWNS OF BATAVIA AND STAFFORD
RETAIL WATER SUPPLY AGREEMENT**

This Agreement made this _____ day of _____, 2009 between the Town of Batavia, New York, a municipal corporation organized and existing under the laws of the State of New York ("The Town"), and the Town Board of the Town of Stafford, New York, acting for and on behalf of Water District No. 6 within the Town of Stafford organized and existing under the laws of the State of New York (the "District").

Recitals

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

WHEREAS, The Town, by virtue of the authority granted to it pursuant to the General Municipal Law of the State of New York and by its Municipal Code, Chapter 229, possesses the right to sell water from its distribution system to customers including other municipalities outside of the Town; and

WHEREAS, The Town has determined that there is a surplus of water over and above the needs of its inhabitants which would be sufficient to fulfill the provisions of the Agreement hereinafter set forth; and

WHEREAS, the Town of Stafford on behalf of the District, has entered into a Retail Water Supply Agreement with the Monroe County Water Authority, attached hereto and made a part hereof the District desires to purchase water for those District residents unable to be served under said Agreement from Batavia; and

WHEREAS, The Town and the District wish to enter into an Agreement with respect to retail water supply by Batavia to the Town of Stafford Water District No. 6;

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

NOW, THEREFORE, it is mutually agreed as follows:

1. Services Provided by The Town

a. Provision of Treated Water. The Town shall provide treated water to the residents of the District for residential or commercial use. At the time and location that the treated water is supplied to the District's water system, such water shall be of the same quality and content as furnished to other town water customers and shall meet New York State Department of Health Public Drinking Water Standards (the "Standards"). The Town shall supply water to the residents of the District through metered connections at their residences.

b. Test Reports. The Town shall supply copies of any test reports required by the New York State Department of Health to the District as requested.

c. Maintenance and Repair. The Town shall maintain and repair its water line located along the Batavia-Stafford Townline Road and Bethany Center Road. The Monroe County Water Authority (MCWA) shall read all meters at each consumer's location and bill each consumer on a quarterly basis.

d. Standards. All sales of water and performance of services by the Town shall be according to Subpart 5-1, Public Water Supplies, of the New York State Sanitary Code.

2. District's Requirements.

a. Residents of the District shall purchase from the MCWA water which will then be credited to Genesee County and then credited to the Town of Batavia.

b. A map of the present District service area to be served on is attached as Schedule A.

3. Resale of Water Prohibited

a. The District shall not, without the prior written consent of the Town, resell water provided from the Town to any other municipality, residential or water district outside the District.

4. Connection Fees

a. A "tap in fee" in accordance with the Town's water and sewer fee schedule will be charged to any service which was not advanced as part of the 2007 Water System Improvement Project.

5. Payments

a. The District shall pay the Town of Batavia a Lump Sum amount of \$85,000 for

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

the following services:

- (1) Engineering
- (2) Project Administration and Management
- (3) Water use during construction

b. For 38 years, Batavia shall pay The District an annual fee of \$5,700.00 for the purchase of water facilities constructed in the Town of Batavia limits. Water facilities constructed in the Town of Stafford shall remain the property of the Town of Stafford. All or any portion of these payments may be paid in one or more lump sum amounts.

6. Service and Emergencies

a. It is understood and agreed that the Town makes no guarantee as to pressure, quantity, quality or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water whether caused by shutting off of water in case of accident, or for alterations, extensions, connections or repairs, or for any other cause whatsoever. In the event of an emergency or other necessity, the Town shall have the right to shut off or reduce the flow of water for such periods it deems necessary. The Town shall restore service and make water available as soon as reasonably possible.

b. Corrective Measures. In the event that the Town deems it necessary to shut off the water supply, the Town shall provide the District with reasonable advance notice, when possible. The Town will correct the situation as soon as practical. The District shall have the right to request that the Town temporarily turn off its transmission main and the District shall be able to temporarily obtain its entire water requirements from another source only until such time as the corrective measures taken by the Town have been inspected and approved by the Town's Water/Wastewater Supervisor or the Senior Water/Wastewater Maintenance Worker. Conversely, if the Town deems there is a condition in the District that could contaminate the supply, the Town will notify the District and the District will correct the situation as soon as practical. The Town may discontinue service to the District temporarily until these corrections are made.

c. Water Emergency. In the event that a water emergency is declared in the Town, the Town shall notify the Town Supervisor of the District and the District's Town Board shall declare a similar water emergency with respect to all water purchased from the Town by the residents. The District shall duplicate any emergency measures taken by the Town during such water emergency.

7. Miscellaneous

a. Effect of Agreement. This Agreement incorporates the entire agreement between the parties hereto as the subject matter hereof and terminates and supersedes any prior agreement.

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

c. Amendment. This Agreement may not be amended, changed, modified or altered except in a writing executed by the parties.

d. Future Cooperation. The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.

e. Waiver. No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

f. Assignment. No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

g. Binding Effect. Subject to the provisions of Section 8 , this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

h. Survival of Representations. All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such termination.

8. Term

a. The term of this Agreement for Water Supply shall be for an initial term of forty (40) years.

b. This Agreement shall terminate on the effective date of any agreement with any entity assuming operation of Batavia system or in the event that the Town of Stafford installs a waterline to serve the District.

c. It is the understanding of both parties that this Agreement is subject to the consent of the Monroe County Water Authority, which currently provides water to the Town of Stafford, and this Agreement shall terminate at any time in the future that the Monroe County Water Authority, having given proper notice to all parties is able to directly supply water to the customers covered by this Agreement.

d. The payments due pursuant to Section 5(b) herein shall survive termination, and continue to be due and payable after termination.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this Agreement to be signed by its duly authorized officers the day and year

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

first above written.

TOWN OF BATAVIA

By: _____
Gregory H. Post, Supervisor

TOWN OF STAFFORD
on behalf of Water District No. 6

By: _____
Robert S. Clement, Supervisor

RESOLUTION NO. 47:

Councilwoman Michalak offered the following:

PROFESSIONAL IT SERVICES BETWEEN

HURRICANE TECHNOLOGIES, INC. AND THE TOWN OF BATAVIA

RESOLVED, the Batavia Town Board wishes to retain Hurricane Technologies, Incorporated for professional Information and Technology Services; and be it

FURTHER RESOLVED, the Supervisor is hereby authorized to execute the Prepaid Block Hour Technical Support Services Agreement between the Hurricane Technologies, Incorporated and the Town of Batavia (agreement attached).

Second by: Councilman Lang

Ayes: Michalak, Lang, Underhill, Gerace, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 48:

Councilman Gerace offered the following:

ORDER CALLING FOR A PUBLIC HEARING-
OFFICE OF COMMUNITY RENEWAL
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Batavia Town Board wishes to submit an application for an Office of Community Renewal grant in response to a "Notice of Funding Availability" issued by the administrative agency for the Fiscal Year 2009 Program; and

WHEREAS, a public hearing is required to allow residents an opportunity to assist the Town in defining community development priorities and identifying possible projects for inclusion in an application for funding under the Office of Community Renewal program.

NOW THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby calls for a Public Hearing whereat all interested persons shall be heard; and

BE IT FURTHER RESOLVED, that the Public Hearing will be held at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York at 6:45 o'clock P.M. on the 18th of March, 2009; and

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

BE IT FURTHER RESOLVED, the Town Clerk is hereby directed to have published at least once in "The Daily News" at least ten (10) days before the date scheduled for Public Hearing, the Public Hearing Notice which is attached hereto.

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

**NOTICE OF PUBLIC HEARING
OFFICE OF COMMUNITY RENEWAL
GRANT PROGRAM**

The Town of Batavia Board has scheduled a public hearing for the 18th day of March, 2009. The hearing will start at 6:45 p.m. and take place at the Batavia Town Hall, 3833 West Main Street Road, Batavia, NY 14020. Written comments are invited and will be accepted upon delivery to 3833 West Main Street Road, Batavia, NY 14020 prior to the Hearing. The Public Hearing will be held to discuss approximately \$40 million available statewide (\$750,000 locally for this purpose) in Community Development Block Grant (CDBG) grant funds available. Eligible activities include economic development (open round application). Residents are invited to attend the hearing, to assist the Town in defining community development priorities and to assist the Board in identifying possible projects for inclusion in an application for funding under the Office of Community Renewal program. The Town expects to submit an application for a CDBG grant in response to a Notice of Funding Availability issued by the administrative agency for the Fiscal Year 2009 program.

Dated: February 25, 2009

Teresa M. Morasco
Town Clerk
Town of Batavia

SUSPEND THE RULES: Motion Supervisor Post, second Councilman Lang to suspend the rules to introduce an additional resolution.

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

RESOLUTION NO. 49:

Councilman Lang 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.

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

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.

Second by: Deputy Supervisor Underhill

Ayes: Lang, Underhill, Michalak, Gerace, Post

APPROVED by unanimous vote (5-0)

AGREEMENT

THIS AGREEMENT, made this _____ day of February, 2009 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, 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

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

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, 2009.

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

James H. Tuttle, Supervisor

Gregory H. Post, Supervisor

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.

On the _____ day of February, 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared **James H. Tuttle**, 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 February, 2009 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.

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

Notary Public

Abstract No. 2-2009: Motion Deputy Supervisor Underhill, second Councilwoman Michalak to authorize the Supervisor to pay the following vouchers:

General	\$ 160,086.41
Highway	36,475.96
Sewer No. 1	26,525.90 plus prepay 1/29 \$40.86
Sewer No. 2	44,170.12 plus prepay 1/29 \$61.28
Water	131,552.47 plus prepay 1/29 \$306.43
Lovers Lane	795.00
Pearl	695.25
Wilkinson	1,284.40
Putnam/Shepard	2,037.75
Ellicott	3,642.40
Saile Drive	54,963.50
Alexander/Pike	11,573.91
Rose	<u>6,378.51</u>
TOTAL	\$480,181.58 plus prepay voucher #69 \$408.57

Check numbers 13437 thru 13440, 13442-13462, 13490-13566, 13568-13570, ACH \$5,053.30

Ayes: Underhill, Michalak, Gerace, Lang, Post

MOTION CARRIED by unanimous vote (5-0)

DEPARTMENT REPORTS:

The Supervisor reported on the following for the Highway and Water Sewer:

Transfer Station-Highway Superintendent reported at the staff meeting that they are interested in developing a program to take Hi-Tech used components at the Transfer Station.

The Water/Sewer Department has been upgrading meters for radio read, doing an inflow and infiltration survey throughout the Town for water treatment, and preparing grant applications for shovel ready projects.

Planning Board- The Supervisor was unable to make it to the Planning Board meeting but the comments from the Planning Board have been forwarded to the committee.

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 CD's and are paying a rate of .65%.

Work Sessions are held each Wednesday from 5:00 P.M. to 7:00 P.M.

The Town Clerk reported on the following:

January Town Clerk monthly report collected a total of \$4,309.55 remitted \$3,507.36 to the Supervisor for the Local Share.

January Town/County Tax Collection –collected a total of \$2,859,016.63; remitted \$865,014.43 to the Supervisor and \$1,994,002.20 to the Genesee County Treasurer.

FEBRUARY 25, 2009
REGULAR TOWN BOARD MEETING

Training Workshops-There are various Planning and Zoning Training workshops in the upcoming months. Details on these workshops have been distributed to the Boards.

COMMITTEE REPORTS:

Farmland- Deputy Supervisor Underhill reported that the Farmland committee will be meeting tomorrow evening.

Parks- Councilman Gerace reported they are coordinating a date to meet to proceed with the Park on Galloway Road.

OLD BUSINESS:

NYS Conference- Councilman Gerace thanked the Town Board for the opportunity to attend the NYS Association of Towns conference. In network with other government officials, our Town should be commended in regards of our progress for collaboration and shared services.

ADJOURNMENT:

Motion Deputy Supervisor Underhill, second Councilman Gerace to adjourn the Regular Town Board Meeting at 7:27 P.M.

MOTION CARRIED by unanimous vote (5-0)

Respectfully submitted,

Teressa M. Morasco