

**FEBRUARY 17, 2010  
REGULAR TOWN BOARD MEETING**

**Town Hall**

**5:00 P.M.**

John Gerace, Councilman led the pledge to the flag.

**Roll Call**

**Present:**

Deputy Supervisor Underhill  
Councilwoman Michalak  
Councilman Gerace

**Absent:**

Supervisor Post  
Councilman Lang

**Others**

**Present:**

Town Clerk Morasco  
Jason  
Roger

The Deputy Supervisor called the meeting to order at 5:15 P.M.

**EXECUTIVE SESSION:** Motion Councilman Gerace, second Councilwoman Michalak to adjourn at 5:16 P.M. for executive session to interview applicants for the assessor position.

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**RECONVENE:** Motion Councilwoman Michalak, second Councilman Gerace to reconvene at 6:34 P.M.

**Ayes:** Michalak, Gerace, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

No Action Taken

**RECESS:** Motion Councilwoman Michalak, second Councilman Gerace to take a recess at 6:35 P.M. until 7:00 P.M.

**Ayes:** Michalak, Gerace, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**RECONVENE:** Motion Councilman Gerace, second Councilwoman Michalak to reconvene at 7:00 P.M.

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**January 20, 2010 Public Hearing-Agricultural & Farmland Protection Plan, January 20, 2010 Public Hearing-Local Law #1 of 2010-GCEDC Grant, January 20, 2010 Public Hearing-CDBG Funding Grant, January 20, 2010 Regular Town Board Meeting, January 27, 2010 Public Hearing-CDBG Funding Grant, and the January 27, 2010 Special Town Board Meeting:** Motion

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Councilman Gerace, second Councilwoman Michalak to approve the minutes as written.

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**RESOLUTION NO. 46:**

Deputy Supervisor Underhill offered the following:

**BID AWARD**  
**2008 WATER SYSTEM IMPROVEMENTS**  
**PIKE /WORTENDYKE ROADS TRANSMISSION MAIN**

**WHEREAS**, the Town of Batavia received bids February 3, 2010 at 3:00 P.M. for the construction of approximately 17,700 linear feet of 8 inch water main, valves, hydrants and appurtenances along Pike and Wortendyke Roads; and

**WHEREAS**, Morsch Pipeline, Inc. New York was the lowest responsible bidder at a Base Bid cost of Three Hundred Fifty Four Thousand One Hundred Forty Two dollars and Fifty cents (\$354,142.50) and Alternate Bid cost of Two Hundred Seven Thousand Nine Hundred Twenty Seven dollars and Fifty cents(\$207,927.50)(recommendation and bid sheet attached).

**NOW THEREFORE BE IT**

**RESOLVED**, the Batavia Town Board hereby awards the Base Bid to Morsch Pipeline, Inc., at a cost of Three Hundred Fifty Four Thousand One Hundred Forty Two dollars and Fifty cents (\$354,142.50) for construction of water main, valves, hydrants and appurtenances along Pike and Wortendyke Roads, contingent upon approval by the USDA- Rural Development-Rural Utility Service, and the insurance and bonding being in place as approved by the Town Attorney; and

**BE IT FURTHER RESOLVED**, the Batavia Town Board hereby awards the Alternate Bid to Morsch Pipeline, Inc., at a cost of Two Hundred Seven Thousand Nine Hundred Twenty Seven dollars and Fifty cents(\$207,927.50) for construction of water main, valves, hydrants and appurtenances along Wortendyke Roads, contingent upon approval by the USDA- Rural Development-Rural Utility Service, and the insurance and bonding being in place as approved by the Town Attorney; and

**BE IT FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute Agreements and issue the Notice to Proceed once the aforementioned conditions are met.

**Second by:** Councilwoman Michalak

**Ayes:** Underhill, Michalak, Gerace

**APPROVED by unanimous vote (3-0)**

**RESOLUTION NO. 47:**

Councilwoman Michalak offered the following:

**AWARD BID - TRANSFER STATION**

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**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 10, 2010 at 10:00 A.M. at the Town Hall (bid summary attached);

**WHEREAS**, the lowest responsible bidder was Ricelli Trucking, Incorporated, Rush, New York.

**RESOLVED**, the Batavia Town Board hereby awards the bid for refuse removal at the Batavia Transfer Station to Ricelli Trucking, Incorporated, at a cost of forty-five dollars (\$45.00) per ton for household garbage and construction/demolition debris, forty dollars (\$40.00) per month roll-off rental, and one hundred forty dollars (\$140.00) per haul.

**Second by:** Councilman Gerace

**Ayes:** Michalak, Gerace, Underhill

**APPROVED by unanimous vote (3-0)**

**TOWN OF BATAVIA  
TRANSFER STATION BID OPENING  
FEBRUARY 10, 2010 AT 10:00 A.M.**

<b>BIDDER</b>	<b>COST PER TON</b>	<b>COST PER HAUL</b>
Ricelli Trucking, Inc.	H - \$ 45.00 /ton C&D- \$ 45.00/ton Rental \$40 /mo./roll off	\$140.00
Suburban Disposal	H - \$ 50.00/ton C&D- \$50.00/ton Rental \$ waived /mo./roll off	\$ 150.00
Allied Waste Services	H - \$ 37.00/ton C&D- \$ 37.00/ton Rental \$no fee /mo./roll off	\$ 249.00
Modern Disposal	H - \$ 43.00/ton C&D- \$ 43.00/ton Rental \$50 /mo./roll off	\$165.00

**RESOLUTION NO. 48:**

Councilman Gerace offered the following:

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**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:** Councilwoman Michalak  
**Ayes:** Gerace, Michalak, Underhill  
**APPROVED by unanimous vote** (3-0)

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of February, 2010 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 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

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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, 2011.

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

\_\_\_\_\_  
Lucine Kauffman, Supervisor

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

STATE OF NEW YORK)

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COUNTY OF GENESEE) SS.

On the \_\_\_\_\_ day of February, 2010 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 February, 2010 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. 49:**

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 Gerace  
**Ayes:** Underhill, Gerace, Michalak  
**APPROVED by unanimous vote (3-0)**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of February, 2010 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 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.

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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, 2011.

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, 2010 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, 2010 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,

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the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 50:**

Councilwoman Michalak 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 2010.

**Second by:** Councilman Gerace

**Ayes:** Michalak, Gerace, Underhill

**APPROVED by unanimous vote (3-0)**

**RESOLUTION NO. 51:**

Councilman Gerace offered the following:

**RESOLUTION APPOINTING ENGINEER TECHNICIAN**

**WHEREAS**, the Town of Batavia desires to appoint Joseph Neth to the position of Engineer Technician in accordance with the terms and conditions set forth in the Offer Letter attached hereto and incorporated by reference herein; and

**WHEREAS**, Joseph Neth satisfies the requirements and qualifications of the position of Engineer Technician; and

**WHEREAS**, it is anticipated that the appointment of Joseph Neth to the position of Engineer Technician will most effectively ensure the provision of necessary services to the Town and its residents.

**NOW THEREFORE, BE IT**

**RESOLVED**, the Town Supervisor shall be and hereby is authorized to execute Offer Letter on

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behalf of the Town thereby extending to Joseph Neth, a provisional offer of employment in the position of Engineer Technician.

**Second by:** Councilwoman Michalak  
**Ayes:** Gerace, Michalak, Underhill  
**APPROVED by unanimous vote** (3-0)

**RESOLUTION NO. 52:**

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO APPROVE A LAND LEASE AGREEMENT BETWEEN  
JASON R. TOMPOROWSKI AND THE TOWN OF BATAVIA**

**WHEREAS**, Jason R. Tomporowski has made a request to lease from the Town of Batavia a parcel consisting of approximately 9 acres of land in the northeast corner of a parcel owned by the Town, which is located at 3381 Harloff Road, in the Town of Batavia, and

**WHEREAS**, the aforesaid parcel is being used for the Town landfill, and the proposed portion thereof consists of acreage that is not tillable and has very limited use, and

**WHEREAS**, the Town of Batavia is not currently using the proposed lease area for any governmental purposes and does not anticipate the same during the 5 year term of the proposed Lease Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed "Land Lease Agreement for a Portion of Landfill Property", by and between the Town of Batavia and Jason R. Tomporowski, a copy of which is annexed and made part of the Town Board Minutes is hereby approved, and the Town Supervisor is authorized and directed to execute this Agreement on behalf of the Town of Batavia, and be it further

**RESOLVED** that the approximate 9 acre parcel to be leased pursuant to this Agreement is hereby found and declared to be surplus property that will not and cannot be used by the Town of Batavia for any municipal or governmental purposes during the term of this Lease Agreement.

**Second by:** Councilman Gerace  
**Ayes:** Underhill, Gerace, Michalak  
**APPROVED by unanimous vote** (3-0)

**LAND LEASE AGREEMENT  
FOR A PORTION OF  
LANDFILL PROPERTY**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the **TOWN OF BATAVIA, NEW YORK**, a municipal corporation with offices at 3833 West Main Street Road, Batavia,

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New York 14020, herein called the Lessor, and **JASON R. TOMPOROWSKI**, residing at 8084 Kelsey Road, Batavia, New York 14020, herein called the Lessee.

**WITNESSETH**

**WHEREAS**, the parties desire to enter into an Agreement for the rental of a portion of property owned by the Lessor to be used for raising pheasants, and

**WHEREAS**, the Lessor's parcel is currently being used for the Closed Town of Batavia landfill, and the proposed portion thereof to be leased is not necessary for the landfill operations, and cannot be used by the Lessor for any other purposes.

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

1. The Lessor hereby Leases to the Lessee for the purposes of installing non-permanent pheasant pens, fencing, netting and crop growing for the purpose of raising pheasants, upon approximately 9 acres of land in the northeast corner of a parcel located in the Town of Batavia at 3381 Harloff Road, Tax ID No. 7-1-4, which is outlined upon the aerial map annexed hereto and made a part hereof as **EXHIBIT A**.
2. Any equipment or structures to be placed upon this parcel or any additions thereto or any property modifications (ie. Tree removal, brush removal), shall be approved in advance by Lessor.
3. This Lease shall become effective on February 21, 2010, and shall continue in force until February 20, 2015.
4. The terms of this Lease shall be binding on the heirs, successors, and permitted assigns of both the Lessor and Lessee.
5. The Lessee shall neither assign this Lease to any persons, nor sublet any part of the real estate for any purpose without the prior written consent of Lessor.
6. The annual cash rent for this land which will be paid by the Lessee to the Lessor is \$540.00 (\$60 per acre) and is to be paid on or before February 26, 2010, and the 26<sup>th</sup> day of February thereafter, for the term of the Lease.
7. Upon termination of this Agreement, the Lessee shall remove all items temporarily installed upon the leased parcel, and return it to its original condition.
8. Lessee agrees that it will engage in no practice which would introduce environmentally hazardous products to the Leased acreage.
9. This Land Lease Agreement constitutes the entire agreement between the parties. Any notice under the terms of this Agreement must be sent in writing by United States mail, return receipt

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requested; and shall be deemed delivered three days following the date on which it is sent. This Agreement may be modified only in writing signed by both parties.

10. Lessee hereby indemnifies and agrees to hold harmless Lessor from any and all costs, damage, expense, or liability arising out of Lessee's occupation and use of the Leased acreage pursuant to this Land Lease.

11. The Lessee shall secure and keep in full force and effect during the term of this Agreement liability insurance in an amount not less than \$1,000,000.00 per occurrence, with the Lessor to be named as an additional insured. This liability insurance shall be issued by a responsible insurer licensed to do business in the State of New York.

12. The Lessor or anyone designated by it shall have right of entry at any reasonable time to inspect their property.

13. The Lessee will not have any above or below ground mineral or gas or oil rights.

14. Monitoring Well Numbers 1A, 1B, and 1C shall be protected at all times and Lessee shall provide and allow access to Monitoring Well Numbers 1A, 1B, and 1C by Lessor, their contractors and/or State/federal government staff at all times.

**TOWN OF BATAVIA**

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

\_\_\_\_\_  
**JASON R. TOMPOROWSKI**

STATE OF NEW YORK     )  
COUNTY OF GENESEE    ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2010, 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, 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 \_\_\_\_\_, in the year 2010, before me, the undersigned, a Notary Public

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in and for said State, personally appeared Jason R. Tomporowski, 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, or the person upon behalf of which the individual acted, executed the instrument.

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

**RESOLUTION NO. 53:**

Councilwoman Michalak offered the following:

**PURCHASE OF OFFICE WORKSTATIONS**

**WHEREAS**, office workstations are needed in the Engineering Department; and

**WHEREAS**, funds were appropriated in the 2010 Town Budget; and

**WHEREAS**, Office by Design, Incorporated presented Workstation designs and quotes from New York State Contract numbers PC#63385 and PC#63411 (attached).

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes the purchase of Office Workstations as presented; and be it further

**RESOLVED**, the expenditure will be appropriated from the following line item:  
A1440.200 Engineering Equipment

**Second by:** Councilman Gerace

**Ayes:** Michalak, Gerace, Underhill

**APPROVED by unanimous vote (3-0)**

**Abstract No. 2-2010:** Motion Councilman Gerace, second Councilwoman Michalak to authorize the Supervisor to pay the following vouchers:

General	\$ 67,765.06
Highway	16,514.05
Sewer No. 1	29,217.62
Sewer No. 2	46,758.95
Water	136,535.51
Pearl	93.75
Wilkinson	93.75
Putnam/Shepard	93.75
Ellicott	93.75
Alexander/Pike	8,620.96

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Rose	<u>4,737.75</u>
<b>TOTAL</b>	<b>\$310,524.90</b>

Check numbers 14576 thru 14579, 14581 thru 14657, Online \$310.19

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**DEPARTMENT REPORTS:**

**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 .23%.

**4<sup>th</sup> Quarter Sales Tax** – Received the 4<sup>th</sup> quarter sales tax check in the amount of \$386,053.11

**GAM meeting** is tomorrow at 7:00 P.M., hosted by the Town of Batavia at Bohn's Restaurant.

**Special Town Board Meeting**-There will be a Special Town Board Meeting on Wednesday March 3 at 5:00 P.M. to award the Bid for the Records Management Software, Support to continue the Farmland Protection Program and resolution for Town/City Consolidation Charter.

**COURT OFFICER-** Motion Councilwoman Michalak, second Councilman Gerace authorizing the hiring of John Zola as an alternate Court Officer, at an hourly rate of \$18.00.

**Ayes:** Michalak, Gerace, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**WEST LAW-** Motion Councilwoman Michalak, second Councilman Gerace authorizing the Supervisor to subscribe to West Law Pro at a cost of \$50.00 per month for the Town Attorney use.

**Ayes:** Michalak, Gerace, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**NYSAWWA Conference-** Motion Councilman Gerace, second Councilwoman Michalak authorizing Steve Mountain, Town Engineer to attend the New York State American Water Works Association conference April 20 through April 22 in Saratoga Springs at an approximate cost of \$865.00.

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

**COMMUNICATIONS:**

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

**January Town Clerk monthly report collected** a total of \$3,568.34 remitted \$3,260.70 to the Supervisor for the Local Share.

**January Town/County Tax Collection** –collected a total of \$2,969,785.47; remitted \$962,174.42 to the Supervisor and \$2,007,611.05 to the Genesee County Treasurer.

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**Liquor License Renewal**- Received notices from Terry Hills Restaurant, Incorporated, located at 5122 Clinton Street Road, Genesee County Agricultural Society, 56056 East Main, and WROTB, 8315 Park Road- four locations in their facility that they have made application to NYS to renew their liquor licenses.

**People's Convention to Reform New York State** -Assemblyman Hawley will be holding a meeting February 18, 2010 at 6:00 P.M. at the Union Pleasant Avenue Elementary School auditorium, along with Assembly Minority Leader Brian Kolb where they will outline support for convening a People's Convention to Reform New York – Assembly Bill A.9157. The public is invited and encouraged to come.

**Genesee County Legislature**- Received a thank you note from Mary Pat Hancock, Legislature Chair for the Town's participation in the Genesee County Outreach Program.

**NY Agricultural & Markets**- May eliminate the statewide database and delegate authority for dog licensing to each municipality, as early as January 2011.

**COMMITTEE REPORTS:**

**Farmland Protection**- Deputy Supervisor Underhill reported that the Farmland Protection Plan Committee will be having a meeting at the Town Hall on March 4 at 7:00 P.M. to address changes and recommendations draft Farmland Protection Plan.

**NEW BUSINESS:**

**Grandview Cemetery**- Councilwoman Michalak reported that Grandview Cemetery is experiencing financial problems. After learning this at the Town Board Work Session, she met with the Grandview Cemetery Board and an official from the State. The Town would have to take over the cemetery, if they can no longer sustain on its own. The Cemetery Board of Directors is working on a business plan to get back on track. They will be seeking extra donations and doing fundraisers.

**ADJOURNMENT:**

Motion Councilman Gerace, second Councilwoman Michalak to adjourn the Regular Town Board Meeting at 7:25 P.M.

**Ayes:** Gerace, Michalak, Underhill

**MOTION CARRIED by unanimous vote (3-0)**

Respectfully submitted,

Teressa M. Morasco  
Town Clerk