

JANUARY 4, 2012
SPECIAL TOWN BOARD MEETING

Town Hall

Roll Call

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

Others

Present: Town Clerk Morasco
Kathy Jasinski, Planning Board Chair
Sharon White, Planning Board Secretary
Jon Long, Planning Board Member

The Supervisor called the meeting to order at 7:33 P.M.

RESOLUTION NO. 24:

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.

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: Councilman Gerace

Ayes: Lang, Gerace, Underhill, Michalak, Post

APPROVED by unanimous vote (5-0)

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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, 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.

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, 2013.

Eighth: This agreement may be terminated by either party by giving the other party ninety

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(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 _____, 201____ 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 _____, 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. 25:

Deputy Supervisor Underhill offered the following:

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

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.

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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: Councilman Lang

Ayes: Underhill, Lang, Michalak, Gerace, Post

APPROVED by unanimous vote (5-0)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ 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, 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 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

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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, 2013.

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

_____, 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 _____, 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.

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Notary Public

RESOLUTION NO. 26:

Supervisor Post 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: Councilman Gerace

Ayes: Post, Gerace, Lang, Underhill, Michalak

APPROVED by unanimous vote (5-0)

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 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

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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, 2013.

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)
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.

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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. 27:

Councilwoman Michalak offered the following:

**CROSS CONNECTION CONTROL PROGRAM MANAGEMENT AGREEMENT
BETWEEN
BACKFLOW PREVENTION CONSULTANTS AND THE TOWN OF BATAVIA**

RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute an agreement between Backflow Prevention Consultants and the Town of Batavia for purposes of the continuation of the development and management of the Cross Connection Control Program, working as directed by the Town Engineer (agreement attached).

Second by: Deputy Supervisor Underhill

Ayes: Michalak, Underhill, Gerace, Lang, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 28:

Councilman Gerace 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: Deputy Supervisor Underhill

Ayes: Gerace, Underhill, Michalak, Lang, Post

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APPROVED by unanimous vote (5-0)

ADJOURNMENT:

Motion Deputy Supervisor Gerace second Councilwoman Michalak to adjourn the Special Town Board Meeting at 7:40 P.M.

Ayes: Michalak, Gerace, Lang, Post

MOTION CARRIED by unanimous vote (5-0)

Discussion-Prior to the vote the Supervisor thanked and expressed his appreciate to all Elected and Appointed officials and is looking forward to an extraordinary year!!

Respectfully submitted,
Teresa M. Morasco
Town Clerk