

**APRIL 17, 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
Councilman Zambito

Absent: Councilwoman Michalak

Others

Present: Town Clerk Morasco
Roger Muehlig, Daily News Reporter

The Supervisor called the meeting to order at 7:03 P.M.

March 20, 2013 Regular Town Board Meeting: Motion Deputy Supervisor Underhill, second Councilman Lang to approve the minutes as written.

Ayes: Underhill, Lang, Zambito, Post

MOTION CARRIED by unanimous vote (4-0)

RESOLUTION NO. 84:

Councilman Lang offered the following:

**AMENDING 2013 BUDGETARY LINE ITEMS
JCAP GRANT AWARD**

WHEREAS, the Town of Batavia Court received official notification from the State of New York Unified Court System that the Town has been awarded a grant under the 2012-13 cycle of the Justice Court Assistance Program (JCAP) in the amount of five hundred, sixty-nine dollars and ninety-eight cents (\$569.98) (letter attached); and

WHEREAS, line items need to be amended in the 2013 budget to account for these funds.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby amends the following line items:

A3089	State Aid Revenues Misc	\$569.98
A1110.200	Equipment-Williams	\$209.99
A1110.201	Equipment-Cleveland	\$209.99
A1110.400	Contractual-Williams	\$ 75.00
A1110.401	Contractual-Cleveland	\$ 75.00

Second by: Deputy Supervisor Underhill

Ayes: Lang, Underhill, Zambito, Post

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

APPROVED by unanimous vote (4-0)

RESOLUTION NO. 85:

Deputy Supervisor Underhill offered the following:

**RESOLUTION INCREASING BUDGETARY LINE ITEMS
HIGHWAY**

RESOLVED, the Batavia Town Board hereby authorizes increasing expenditure line item DA5112.200 in the amount for \$20,481.00. Source of funding is from the State Aid CHIPS-DA3501.

Second by: Councilman Lang

Ayes: Underhill, Lang, Zambito, Post

APPROVED by unanimous vote (4-0)

Discussion- The Supervisor informed the Town Board that Rich Perrin from Genesee Transportation Council will be the guest speaker at the GAM meeting tomorrow evening. He will be giving us an update on the CHIPS funding.

RESOLUTION NO. 86:

Supervisor Post offered the following:

TRAINING WORKSHOP

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

Kathy Jasinski, Gordon Offhaus and Jon Long-Genesee County Planning Board Meeting (was) February 14, 2013

Don Partridge- Powers and Duties of the Planning Board (was) March 13, 2013

Andrew Young- Public Authorities Board Member Training Webinar (was) March 27, 2013.

Hiedi Librock and Marcy Crandall-NYS & Local Retirement System Seminar April 18, 2013, a Town vehicle will be used.

Joseph Neth, Dan Lang, Hiedi Librock, Teresa Morasco, Marcy Crandall, Steve Mountain, Tom Lichtenthal and Mary Cordes-CPR Training at GCC, May 2, 2013 at a total cost of \$180.00.

Patti Michalak and Andrew Young - Livable Communities Forum May 2, 2013 at a cost of \$15.00 each.

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

Sarah Sauka and Melissa Mason-Southern Tier West Annual Local Government Conference May 8, 2013 at a cost of \$45.00 each, a Town vehicle will be used.

Tom Lichtenthal-American Society of Highway Engineers National Conference June 5 through June 8, 2013 at an approximate cost of \$756.00.

Melissa Mason, Sarah Sauka and Sandra Baubie- Managing Emotions Under Pressure Seminar June 14, 2013 at a cost of \$149.00 each, a Town vehicle will be used.

Second by: Councilman Zambito
Ayes: Post, Zambito, Lang, Underhill
APPROVED by unanimous vote (4-0)

Discussion-The Supervisor expressed his appreciate to the Town Personnel for devoting time to continued education.

RESOLUTION NO. 87:

Councilman Zambito offered the following:

**CONFIDENTIALITY AGREEMENT BETWEEN
HURRICANE TECHNOLOGIES, INC. AND THE TOWN OF BATAVIA**

WHEREAS, the Town of Batavia has retained Hurricane Technologies, Incorporated for Professional Information and Technology Services; and

WHEREAS, confidentiality agreement needs to be executed between the Town of Batavia and Hurricane Technologies, Incorporated (agreement attached).

RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the Confidentiality Agreement between the Hurricane Technologies, Incorporated and the Town of Batavia.

Second by: Councilman Lang
Ayes: Zambito, Lang, Underhill, Post
APPROVED by unanimous vote (4-0)

RESOLUTION NO. 88:

Councilman Lang offered the following:

**BID REJECTION
WEST MAIN STREET ROAD SEWER DISTRICT**

WHEREAS, the Town of Batavia received bids March 28, 2013 at 10:00 A.M. for the construction of approximately 10,000 linear feet of 8 inch and 12 inch gravity sewer main along West Main Street, Wortendyke and Kelsey Roads; and

WHEREAS, all bids came in over the budgeted amount; and

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

WHEREAS, Clark Patterson Lee has summarized and reviewed the bids and recommends all bids be rejected, the Project be re-designed and re-bid (recommendation letter and bid summary attached).

NOW THEREFORE BE IT

RESOLVED, the Batavia Town Board hereby rejects all bids and authorizes the re-design and re-bidding of the project.

Second by: Deputy Supervisor Underhill

Ayes: Lang, Underhill, Zambito, Post

APPROVED by unanimous vote (4-0)

RESOLUTION NO. 89:

Deputy Supervisor Underhill offered the following:

**PURCHASE NEW PLATE TAMPER FOR
HIGHWAY DEPARTMENT**

WHEREAS, the 2013 Town Budget reflects appropriations to purchase a plate tamper for the Highway Department; and

WHEREAS, the Highway Superintendent solicited quotes from several vendors and recommends purchasing a new plate tamper from Admar Supply, 1950 Brighton Henrietta Road, Rochester, New York 14623 at a cost of four thousand, four hundred, twenty-five dollars (\$4,425.00); and

WHEREAS, the current 1992 Wacker Model VPG 160B Plate Tamper (Serial # 583602654) will no longer be needed for highway purposes and will be sold at auction.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the purchase of a new plate tamper from Admar Supply, at a cost of four thousand, four hundred, twenty-five dollars (\$4,425.00) and authorizes the Highway Superintendent to sell the 1992 Wacker Model VPG 160B Plate Tamper (Serial # 583602654) at auction, and be it

FURTHER RESOLVED, the expenditure will be appropriated from line item DA 5130.200.

Second by: Councilman Lang

Ayes: Underhill, Lang, Zambito, Post

APPROVED by unanimous vote (4-0)

RESOLUTION NO. 90:

Supervisor Post offered the following:

GENESEE COMMUNITY COLLEGE-THE BEST CENTER

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

GRANT APPLICATION LETTER OF SUPPORT

RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to send a letter of support for Genesee Community College-The BEST Center's submission of a 2013-2014 grant application, such support benefits the Town of Batavia employees continued education.

Second by: Councilman Zambito

Ayes: Post, Zambito, Lang, Underhill

APPROVED by unanimous vote (4-0)

RESOLUTION NO. 91:

Councilman Zambito offered the following:

**RESOLUTION IN SUPPORT OF LEGISLATION RESTRICTING FALSE LIENS AGAINST
PUBLIC OFFICERS AND PUBLIC EMPLOYEES**

WHEREAS, a 2012 study by the National Association of Secretaries of State indicates a "dramatic rise" in bogus filings under the Uniform Commercial Code (UCC) in recent years mainly filed by the "sovereign citizens movement" and,

WHEREAS, recent court rulings have noted that phony filings by people in separatist groups or who believe they are not subject to government rules or control have ensnared public officials in all branches and at all levels of government by filing property liens or tax forms that have triggered unwarranted credit reviews and IRS scrutiny and,

WHEREAS, opponents of such "paper terrorism" indicate that the Uniform Commercial Code provides a way for creditors to record an interest in a debtor's property through filing notice to debtor's future creditors and,

WHEREAS, the Uniform Commercial Code must accept each statement filed for recording and subsequently make it available for public viewing that later may be found to be fraudulent resulting in a negative result on a person's credit statement and could be used as a tool to unjustifiably characterize a person as target of a false filing as a credit risk and,

WHEREAS, no person whether elected, or appointed properly acting in their roles as public servants should be subject to the personal financial and emotional stress caused by this conduct.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia encourages local governments, county governments, law enforcement, the Association of Towns, New York Conference of Mayors and the Office of Court Administration to work together to provide the state legislature with legislation that will protect public servants from exposure to this conduct and be it further

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

RESOLVED, that the New York State Assembly and the New York State Senate expeditiously consider all legislation to solve this problem and be it further

RESOLVED, the Town Clerk is hereby directed to send copies of this resolution to all involved parties to accelerate enactment of any proposed legislation.

Second by: Councilman Lang
Ayes: Zambito, Lang, Underhill, Post
APPROVED by unanimous vote (4-0)

RESOLUTION NO. 92:

Councilman Lang offered the following:

**RESOLUTION TO APPROVE A SHARED SERVICES AGREEMENT
WITH THE NYS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the New York State Department of Transportation (hereinafter referred to as “NYSDOT”), has requested that the Town of Batavia enter into a Shared Services Agreement regarding the use by the NYSDOT of the Town’s salt storage barn, and

WHEREAS, a proposed Shared Services Agreement has been approved as to form and content by the Town Highway Superintendent, the Town Attorney and representatives of the NYSDOT.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that a proposed “Shared Services Agreement Between the New York State Department of Transportation and Town of Batavia”, 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 Shared Services Agreement on behalf of the Town, and

BE IT FURTHER RESOLVED that the Highway Superintendent and all other employees are authorized and directed to take all steps and to perform all duties as are necessary to complete the responsibilities of the Town of Batavia pursuant to this Shared Services Agreement.

Second by: Councilman Zambito
Ayes: Lang, Zambito, Underhill, Post
APPROVED by unanimous vote (4-0)

**SHARED SERVICES AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND
TOWN OF BATAVIA**

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

THIS AGREEMENT, made this ____ day of _____, 201_, by and between the People of the State of New York (hereinafter referred to as “State” or “NYSDOT”), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as “Commissioner”) with principal place of business being located at 50 Wolf Road, Albany, New York 12232, and the Town of Batavia with its principal place of business being located at 3833 West Main Street, Batavia, NY acting through its Highway Superintendent (hereinafter referred to as “Municipality”), as follows:

WITNESSETH

WHEREAS, pursuant to Transportation Law Sections 14(14) and 14(15) and Section 99-r of the General Municipal Law, the State and the Municipality wish to join to share certain materials and services; and

WHEREAS, the sharing of such materials and services shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties’ resources.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State and the Municipality agree as follows:

1. The State and the Municipality mutually agree to share services, exchange, borrow or lend materials, machinery or equipment under the terms of this Agreement that they may need for their public purposes as described in Schedule A. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient) and shall include, but not be limited to, the following: (i) the exchanging or lending of highway machinery, tools and equipment; (ii) the borrowing or lending of supplies; (iii) the providing of a specific service, or (iv) the maintenance of machinery and equipment.
2. The value of services received by the Recipient under this Agreement may be returned to the Provider in the form of services of equal value or cash.
3. The parties agree to make every effort to accommodate sharing requests absent a priority need for the same services, equipment and/or materials within its own jurisdiction.
4. The State shall pay the Municipality four thousand seventy five dollars and 14 cents (\$4,075.14) per year for rental as set forth in Schedule A, as may be prorated as set forth hereinafter.

Both parties shall maintain records setting forth the details of all shared services. Such records shall be made available for inspection by both parties and the Office of the State Comptroller. An accounting of the value of the shared services shall be reconciled in December of each year. On or before the 1st day of December of each year, starting in 2013, either party shall make any payment due and owing to the other party; based upon the difference of the net value of the exchange of shared services during the previous calendar year, if any, as compared to the annual rental amount of

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

\$4,075.14. Any partial year shall be pro-rated. Full reconciliation and any final payment shall occur at the end of this Agreement's term. The Provider's employees shall remain under full supervision and control of the Provider. The Recipient shall make no request of the operator which would be inconsistent with any labor agreements of the operator's employer. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.

5. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.

6. The Municipality at its own expense, and for the term of the Agreement, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and the Municipality against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring during performance of this Agreement. Such General Liability Insurance shall be in the amount no less than two million (\$2,000,000.00) (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured. The Municipality shall furnish the State with a certificate of insurance, with a (30) thirty day(s) prior written notice of any cancellation or major change in the policy conditions. This Agreement shall be voided if insurance is cancelled, modified or lapses. Approval of this Agreement shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.

7. The State is self insured, to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.

8. The term of this Agreement shall be for ten (10) years commencing upon the date of approval by signature of the signing parties. The term may be extended, should both parties agree, under the same terms and conditions as the original Agreement for up to two (2) additional ten (10) year periods. The parties will endeavor to provide no less than thirty (30) days notice of its intent to extend the Agreement. Either party may revoke such Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

9. Pre-agreement costs incurred by either party incurred between October 1, 2012 and the effective date of this agreement shall be reimbursable, upon full execution of this Agreement, to the extent that the costs are reimbursable in accordance with the terms and conditions herein.

10. Any action taken by the parties pursuant to this Agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the parties' budgets for highway purposes.

11. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.

12. No shared service shall be conducted by the State with the Municipality unless the Municipality has signed this Agreement and sent a copy of same to its respective Clerk and Superintendent of Highways or Public Works.

13. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a.) via certified or registered United States mail, return receipt requested;
- (b.) by facsimile transmission;
- (c.) by personal delivery;
- (d.) by expedited delivery service; or
- (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT
5441 East Main Street Road, Batavia, New York 14020
Telephone: 585-343-0502
Fax: 585-343-1326
E-Mail: Address Patricia.Reinhold@dot.ny.gov

MUNICIPALITY
3833 West Main Street, Batavia, New York 14020
Telephone: 585-343-1729 ext. 218
Fax: 585-343-8461
E-Mail: Address tlichtenthal@townofbatavia.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

16. This Agreement, Appendix A, Required Clauses for all New York State Contracts, and

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), Appendix 2, Iran Divestment Act, attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

17. Attached hereto and made a part hereof is a copy of the duly adopted Municipal legislation authorizing the Municipality to enter into this Agreement.

18. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Neither shall the Municipality discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

19. The Municipality shall provide complete and accurate billing invoices, if any, to the State in order to receive payment, if any. Billing invoices submitted to the State must contain all information and supporting documentation required by the Agreement, the State and the State Comptroller. Payment for invoices submitted by the Municipality shall be rendered by paper check. Such payment shall be made in accordance with ordinary State procedures and practices.

IN WITNESS WHEREOF, this Agreement is executed by the State and the Municipality by their duly authorized representatives, to become effective and binding upon the signature of the parties.

Agreed to:

MUNICIPALITY

Approved for NYSDOT:

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____
STATE OF NEW YORK)
) ss.:
COUNTY OF)

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

On this ____ day of _____, 201_, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

SCHEDULE A

NYSDOT

Description of Service Equipment Materials (Check All that apply):

Annual rent of \$4,075.14 for a total of \$40,751.40

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

Two southerly bays, 18' wide x 60' deep within a 60' x 90' salt barn

Electrical service and equipment for NYSDOT such as lighting and 1 twin 20 amp receptacle as needed during the agreement.

Make all necessary repairs and perform maintenance on the salt barn as needed throughout the term of the agreement.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

1. Facility Construction and Opportunity Cost – \$24,751.14
2. Electrical Service and Equipment Cost – \$350.00

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

3. Salt Barn Repair Costs - \$1,250.00

4. Opportunity Cost - \$14,400.26

Total MUNICIPALITY Cost/Value: \$40,751.40

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

TABLE OF CONTENTS

	Page
1. Executory Clause	10
2. Non-Assignment Clause	10
3. Comptroller's Approval	10
4. Workers' Compensation Benefits	10
5. Non-Discrimination Requirements	10
6. Wage and Hours Provisions	11
7. Non-Collusive Bidding Certification	11
8. International Boycott Prohibition	11
9. Set-Off Rights	11
10. Records	11
11. Identifying Information and Privacy Notification	12
12. Equal Employment Opportunities For Minorities and Women	12
13. Conflicting Terms	13
14. Governing Law	13
15. Late Payment	13
16. No Arbitration	13
17. Service of Process	13
18. Prohibition on Purchase of Tropical Hardwoods	13
19. MacBride Fair Employment Principles	14
20. Omnibus Procurement Act of 1992	14
21. Reciprocity and Sanctions Provisions	14
22. Compliance with New York State Information Security Breach and Notification Act	14
23. Compliance with Consultant Disclosure Law	15
24. Procurement Lobbying	15
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	15

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

**STANDARD CLAUSES FOR NYS
CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract

exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.

Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or

Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the

Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT

PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride

Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884

<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803

<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10/2010

APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

SUSPEND THE RULES-Motion Deputy Supervisor Underhill, second Councilman Zambito to suspend the rules to introduce additional resolutions.

Ayes: Underhill, Zambito, Lang, Post

MOTION CARRIED by unanimous vote (4-0)

RESOLUTION NO. 93:

Deputy Supervisor Underhill offered the following:

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

**RESOLUTION TO AUTHORIZE PURCHASE OF
COMPUTER FOR ENGINEERING DEPARTMENT**

WHEREAS, the Engineering Department needs a tablet computer for working out in the field;
and

WHEREAS, the lowest quote received for the tablet was from Lenova at a cost of \$1529.00
(quotes attached);

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the purchase of one tablet computer
from Lenova at a cost of \$1,529.00; and be it further

RESOLVED, the expenditure will be appropriated from line item A1440.200.

Second by: Councilman Lang

Ayes: Underhill, Lang, Zambito, Post

APPROVED by unanimous vote (4-0)

RESOLUTION NO. 94:

Supervisor Post offered the following:

**LEAD AGENCY STATUS
SUBDIVISION SEVEN SPRINGS ROAD**

WHEREAS, the Town of Batavia Planning Board wishes to assume Lead Agency status for the
proposed Development of approximately 100 acre subdivision west of Seven Springs Road, north of
Route 5 in the Town of Batavia, for the development of 76 lots on vacant agricultural land to build
approximately 120 single family and town home units; and

WHEREAS, the Batavia Town Board does not object to the Town of Batavia Planning Board
assuming this role.

RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the attached
SEQR Lead Agency Coordination Request Form designating the Town of Batavia Planning Board as
Lead Agency for the proposed Subdivision, located in the Town of Batavia.

Second by: Deputy Supervisor Underhill

Ayes: Post, Underhill, Zambito, Lang

APPROVED by unanimous vote (4-0)

Abstract No. 4-2013: Motion Deputy Supervisor Underhill, second Councilman Lang to authorize the
Supervisor to pay the following vouchers:

**APRIL 17, 2013
REGULAR TOWN BOARD MEETING**

General	\$62,315.66
Highway	64,601.94
Sewer No. 1	8,103.99
Sewer No. 2	8,924.98
Water	65,281.23
Creek	2,250.00
West Main Sewer	5,667.62
NE of Route 98 Water	155.00
Total	\$217,300.42

Check numbers 17816 - 17836, 17838-17867, 17886-17914, ACH-\$33,005.15, Online-\$9,161.40

Ayes: Underhill, Lang, Zambito, Post

MOTION CARRIED by unanimous vote (4-0)

DEPARTMENT REPORTS:

The Supervisor expressed his appreciation to the Highway Department for their great job done this winter and having had nearly 100% attendance.

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 General and Reserve Funds are invested in a CD's paying a rate of .15% and .40%.

GAM- The GAM meeting is tomorrow evening. Hosted by the Town of Pembroke and will be held at the Log Cabin at 7:00 P.M.

COMMUNICATIONS:

The Town Clerk reported on the following:

March Town Clerk monthly report collected a total of \$3,231.46, remitted \$3,101.01 to the Supervisor for the Local Share.

March Tax Collection report collected a total of \$161,830.91, remitting \$3,269.95 to the Supervisor for Penalties Collected and the remainder to the County Treasurer

Legislation- Received an acknowledgement letter from Assemblyman Hawley receiving the Town's resolution in opposition of Assembly Bill 689; to amend the election law. Also, an acknowledgement of receiving the Town's resolution opposing the enactment of the NY Safe Act.

Town Clerk's Office will be closing at 4:30 p.m. rather than at 7:00 p.m. on Wednesday, May 1.

COMMITTEE REPORTS:

PARK- Councilman Zambito reported that the Genesee County ARC and the committee for the All Inclusive Park Project are continuing to work on the project. The major installation day will be May 8, the United Way Day of Caring and donations continue to come in.

The Supervisor praised the committee on their great work for a great cause and appreciates all the community support.

ADJOURNMENT:

Motion Councilman Lang, second Councilman Zambito to adjourn the Regular Town Board Meeting at 7:30 P.M.

APRIL 17, 2013
REGULAR TOWN BOARD MEETING

Ayes: Lang, Zambito, Underhill, Post
MOTION CARRIED by unanimous vote (4-0)

Respectfully submitted,

Teresa M. Morasco
Town Clerk