

DECEMBER 16, 2020
REGULAR TOWN BOARD MEETING
VIA ZOOM CONFERENCING
Meeting ID: 962 0466 3941
Password: 622712

7:00 P.M.

Greg Post, Supervisor led the pledge to the flag.

Because of the Novel Corona virus (COVID-19) Pandemic and the State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued March 12, 2020 suspending the Open Meeting Law, the Town of Batavia Town Board meeting was held electronically via ZOOM video conference/call conference instead of a public meeting open for the public to attend in person.

Roll Call

Present: Supervisor Post
Deputy Supervisor Underhill
Councilwoman White
Councilwoman Michalak
Councilman Zambito

Others

Present: Town Clerk Morasco

The Supervisor called the meeting to order at 7:00 P.M.

Public Hearing Fire Protection Contract- The Supervisor called the Public Hearing to Order for the Town of Batavia Fire Protection Contract at 7:01 P.M. - Minutes for public hearing entered separately.

November 18, 2020 Regular Town Board Meeting: Motion Councilman Zambito, second Councilwoman Michalak to approve the minutes as written.

Ayes: Zambito, Michalak, White, Underhill

Abstain: Post

MOTION CARRIED (4-ayes, 1-abstain)

RESOLUTION NO. 177:

Councilwoman White offered the following:

AUTHORIZING AGREEMENT FOR
FIRE PROTECTION SERVICES FOR FISCAL YEAR 2021

WHEREAS, there has been duly established in the Town of Batavia a Fire Protection District known as the "Town of Batavia Fire Protection District" as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Batavia, Genesee County, New York, on March 24, 1948;

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WHEREAS, it is proposed that a Contract be entered into with the Town of Batavia Fire Department, Inc. for the furnishing of fire protection in said District by said Town of Batavia Fire Department, Inc.; and

WHEREAS, due notice has been given of a Public Hearing via Zoom Conferencing/Video on the 16th day of December, 2020, at 7:00 P.M. to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid and describing in general terms and proposed Contract; and

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

RESOLVED, it is in the public interest for this Board to contract with the Town of Batavia Fire Department, Inc., and be it further

RESOLVED, upon receiving certified copies of resolutions duly adopted by said Town of Batavia Fire Department, Inc., membership and Directors approving the terms and conditions of said Contract that this Town Board shall contract with said Town of Batavia Fire Department, Inc. for the furnishing of fire protection to such District according to the terms of said Contract, a copy of which is annexed to this Resolution and is make a part thereof, and be it further

RESOLVED, such contract shall be executed on behalf of the Town of Batavia, New York by its Supervisor and Town Clerk.

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

TOWN OF BATAVIA FIRE DEPARTMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between the **TOWN OF BATAVIA, NEW YORK**, (hereinafter designated as "Town") and the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** of Batavia, New York, (hereinafter designated as "Fire Department").

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Batavia a fire protection district known as the "Town of Batavia Fire Protection District" as such' territory is more fully described in the Resolution establishing such District and duly adopted by the Town Board of the said Town of Batavia,

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Genesee County, New York on 24th day of March, 1948; and

WHEREAS, following a public hearing duly called, the said Town has duly authorized a Contract with the Fire Department for fire protection in said District upon the terms and conditions herein set forth; and

WHEREAS, this Agreement has also been duly authorized by the Directors and membership of the Fire Department, and the Fire Department has provided to the Town certified copies of Resolutions of approval of this Agreement by the Town of Batavia Fire Department Board of Directors and by its membership.

NOW, THEREFORE, the Town does engage the Fire Department to furnish fire protection to said District and the Fire Department agrees to furnish such protection in the manner following, to wit:

1. The equipment and personnel of the Fire Department shall at all times during the term of this Agreement be subject to call for attendance upon any fire occurring in such District, and when notified by any means of a fire within the District, said Fire Department shall respond and attend upon the fire without delay with one or more companies and with suitable fire-fighting equipment and apparatus of the Fire Department. Upon arriving at the scene of the fire, the firefighters of the Fire Department attending shall proceed diligently and in every way reasonably suggested under the circumstances to the extinguishments of the fire and the saving of life and property in connection therewith.

2. The Fire Department covenants and agrees at all times to maintain in force on and in respect to vehicles and equipment owned by it or subject to its control or use, while responding to, attending at or leaving from fires, alarms or calls both inside and outside said District, including, but not limited to, responses in connection with Mutual Aid Plan referred to in Paragraph 5 of this Agreement, an underlying public liability insurance policy for injury to persons and property, including wrongful death, with limits of \$500,000.00 for each person, \$1,000,000.00 for each accident and \$250,000.00 property damage for each accident and an excess public liability policy in the amount of \$3,000,000.00 insuring the Fire Department and the Town against any loss by reasons of personal injury including wrongful death, or property damage caused or contributed to by the negligent operation of said vehicles and/or equipment in connection with a fire, alarm or call in or from said District or in connection with a mutual aid response. In addition, the Fire Department agrees at all times to maintain in force public liability insurance to protect itself and the Town from all other losses occurring in its operations other than those arising out of the use and operation of said vehicles and/or equipment to persons for injury, including wrongful death, and to property in amounts for underlying and excess liability similar to that maintained for vehicles and/or equipment. All liability insurance policies must be obtained through insurance companies licensed to do business within the State of New York, must name the Town of Batavia as insured and must be maintained for the life of this Agreement.

The Fire Department shall deliver a copy of the policy of said insurance to the Town prior to the execution of this Agreement, covenants to pay the premiums thereon in timely fashion and to have said

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insurance policies provide for thirty (30) days written notice to the Town prior to cancellation. If the Fire Department shall fail to pay said premiums due hereunder in a timely fashion, the Town shall have the right to pay the same and to deduct the cost thereof from the amounts due the Fire Department under paragraph 7 of this Agreement.

In addition, the Fire Department hereby covenants and agrees to indemnify and hold the Town harmless from any and all losses and damages which the Town may sustain, suffer or be required to pay by reason of any claims made against said Town for injury to persons or property, including wrongful death, arising out of the performance of this agreement by the Fire Department to the extent that said losses and damages are not fully covered and paid by the insurance referred to herein.

3. Should any loss or damage whatsoever be sustained to the fire apparatus or other equipment, said loss or damage, including the cost of materials and any other special or incidental expenses incurred in the operation of the fire apparatus or equipment of the Fire Department in answering, attending upon or returning from a call for assistance in said Town of Batavia Fire Protection District, irrespective of the cause thereof, shall be a charge upon the Fire Department and not against the Town or against the Town of Batavia Fire Protection District. This fact is taken into consideration by both parties in arriving at the consideration to be paid to the Fire Department pursuant to this Agreement.

4. To the extent that the same is not otherwise provided for by the Genesee County Mutual Aid Plan, by the county of Genesee or by some other source, the Town of Batavia shall pay at its own expense or provide necessary insurance coverage at its expense for any and all claims authorized by law for medical expenses, loss of wages, compensation or other claims arising by reason of the injury or death of a fireman, or member of the Fire Department Emergency Relief Squad, a Fire Police Squad or a Fire Patrol sustained while answering or attending upon or returning from any such call in said District.

5. The Fire Department is hereby authorized by the Town to participate in the Genesee County Mutual Aid Plan and to answer calls for aid and assistance according to said Mutual Aid Plan and System. Nothing contained in this Agreement shall be deemed to prevent the Fire Department from securing reimbursement from any entities other than the Town and the Town of Batavia Fire Protection District for either any loss or damage to its fire apparatus, equipment or materials used for the locality that issues a call for aid or for payments to injured or deceased firemen as provided by any law of the State of New York.

6. In the event that the fire-fighting equipment owned by the Fire Department is in such condition that said Fire Department is unable to fulfill its obligations under this contract to answer or attend any fire occurring in said Town of Batavia Fire Protection District for a period of twenty-one (21) days or longer, the Fire Department covenants to reimburse the Town on a pro rata basis the sums provided to be paid to the Fire Department pursuant to this Agreement retroactive to the first day of said twenty-one (21) day period for the entire period of time during which it is unable to fulfill its obligations under this Agreement.

7. A. The Town covenants and agrees to pay to the Fire Department in consideration for services to be performed pursuant to this Agreement the sum of One million, eighty-six thousand, five hundred, twenty-

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eight dollars (\$1,086,528.00).

B. The sums as stated in section A of this paragraph to be due and payable on the 1st day of March, 2021, upon presentation to the Town of a duly verified voucher therefore.

8. The Town covenants to provide snowplowing services for the parking and driveway area to the Fire Hall owned by the Fire Department, as well as routine maintenance of said parking lot and driveway area, both only to the extent that the Superintendent of Highways of the Town determines that said services can be provided. The Fire Department agrees to provide all materials and supplies for said maintenance services; acknowledges that said routine maintenance services shall be provided only during normal business hours of the Town of Batavia Highway Department and as other Town Highway Department functions permit. The Fire Department further acknowledges that said snowplowing services shall be provided only after the Town's Superintendent of Highways is satisfied that the highways of the Town of Batavia are reasonably free and clear of ice and snow and that men and machinery under his supervision and control are free to provide said services. The Fire Department hereby covenants to indemnify and to hold the Town harmless for any injury, loss or damage which the Fire Department or any other person, firm or corporation may suffer, sustain or be required to pay by reason of the Town not providing or failing to provide adequate snowplowing and/or maintenance services under the provisions of this Paragraph.

9. **On or before April 1, 2021**, the Fire Department will provide an independent, certified audit of the financial affairs of the Fire Department.

10. A. The Fire Department shall provide written notice to the Town of capital purchases as early as possible, but in no event not less than 30 days prior thereto; provided, however, that this provision shall not be construed as requiring or constituting any municipal approval or involvement in the corporate affairs of the Fire Department by the Town.

B. The Fire Department shall continue to exercise sound financial practices and planning, including maintenance of capital reserve accounts where feasible.

11. All moneys to be paid under any provision of this Agreement, as well as other payments which may be made from time to time according to applicable provisions of law which regulate the terms and provisions of this Agreement, shall be a charge upon the said Fire Protection District to be assessed and levied upon the taxable real property in said District and collected with the Town Taxes.

12. This Agreement shall become operative and effective from 12:01 a.m. January 1, 2021, and shall continue for a term of one (1) year which will expire at midnight on December 31, 2021.

13. It is understood and agreed that this contract is subject to the provisions of Section 184 of the Town Law of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the

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day and year first above written.

TOWN BOARD OF THE TOWN OF BATAVIA

BY _____
GREGORY H. POST

(SEAL)

ATTEST:

TERESSA M. MORASCO, TOWN CLERK

TOWN OF BATAVIA FIRE DEPARTMENT, INC.

BY _____
SCOTT T. GARLOCK, PRESIDENT

(SEAL)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ____ day of _____, 2020, before me came GREGORY H. POST, to me known, who, being by me duly sworn, did depose and say that he resides at 8472 Seven Springs Road in the Town of Batavia, New York; and he is the Supervisor of the **TOWN OF BATAVIA, NEW YORK** the municipal corporation described in and who executed the foregoing Agreement; that he knows the seal of said Town; that it was affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

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NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ____ day of _____, 2020, before me came Scott T. Garlock, to me known, who, being by me duly sworn, did depose and say that, he resides at 30 Dellinger Avenue, Batavia, New York; and he is the President of the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** the corporation described in and which executed the foregoing Agreement; that he knows the seal of said Corporation; that it was affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

RESOLUTION NO. 178:

Deputy Supervisor Underhill offered the following:

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

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

WHEREAS, both Towns desire to continue this relationship, allowing Batavia to provide Code Enforcement Services, and

WHEREAS, the agreement addresses the need for the Town of Pavilion to have its Codes enforced by the Town of Batavia Code Officials.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Batavia, New York, that a proposed "Seventh Amended Town of Batavia and the Town of Pavilion Code Enforcement Services Agreement", a copy of which shall be annexed hereto and made part of the Town Board Minutes, is hereby approved; and be it

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

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

SEVENTH AMENDED
TOWN OF BATAVIA AND PAVILION
CODE ENFORCEMENT
AGREEMENT

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

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

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

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

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

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

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

Second: In consideration for compensation for the services set forth herein, Pavilion shall pay Batavia fifteen thousand, four hundred, fifty dollars \$ \$15,450.00 per year of this agreement. The sum shall be paid during the 2021 budget year to provide services for the year of 2021.

Third: The services that will be provided will be to administer the adopted NYS Building

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Codes, Town of Pavilion Zoning Code and Town of Pavilion Land Separation Law.

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

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

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

Seventh: This agreement shall become effective on January 1st 2021 and expire on December 31st 2021 with an option for either municipality to terminate this agreement upon a ninety (90) day written notice to the other municipality.

Eighth: There are no other agreements or understandings, either oral or written, between the parties affecting this agreement. No changes, additions or deletions of any portions of this agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

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

TOWN OF PAVILION

TOWN OF BATAVIA

Rob LaPoint, 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 **Rob LaPoint**, 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

**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. 179:

Supervisor Post offered the following:

**FOURTH AMENDED CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN
THE TOWN OF BATAVIA AND THE TOWN OF ALEXANDER**

WHEREAS, the Town of Batavia and the Town of Alexander entered into a Code Enforcement Officer Agreement in December 2016; and

WHEREAS, the agreement addresses the need for the Town of Alexander to have its Codes enforced by the Town of Batavia Code Officials and both Towns desire to continue this relationship.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Batavia, New York, that a proposed "Town of Batavia and the Town of Alexander Fourth Amended Code Enforcement Services Agreement", a copy of which is annexed hereto and made part of the Town Board Minutes, is hereby approved; and be it

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

Second by: Deputy Supervisor Underhill

Ayes: Post, Underhill, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

FOURTH AMENDED

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CODE ENFORCEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between the **Town of Alexander**, a municipal corporation with offices at 3350 Church Street, Alexander, New York 14005 (“Alexander”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

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

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

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

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

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

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

Second: In consideration for compensation for the services set forth herein, Alexander shall pay Batavia ten thousand, eight hundred, fifteen dollars (\$10,815.00) per year of this agreement. The sum shall be paid during the 2021 budget year to provide services for the year of 2021.

Third: The services that will be provided will be to administer the adopted NYS Building Codes, Town of Alexander Zoning Code.

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

Fifth: The Code Officer shall for all purposes be deemed an employee of Batavia. The Code Officer shall not in any way be construed as an employee of Alexander. Batavia shall pay the Code Officers salary and make employer’s contributions for retirement, social security, health insurance,

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worker's compensation, unemployment and other similar benefit.

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

Seventh: This agreement shall become effective on January 1st 2021 and expire on December 31st 2021 with an option for either municipality to terminate this agreement upon a ninety (90) day written notice to the other municipality.

Eighth: There are no other agreements or understandings, either oral or written, between the parties affecting this agreement. No changes, additions or deletions of any portions of this agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

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

TOWN OF ALEXANDER

TOWN OF BATAVIA

David Miller, 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 **David Miller**, 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

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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.180:

Councilwoman Michalak offered the following:

**RESOLUTION TO APPROVE A SIXTH AMENDED
FINANCIAL CLERICAL SERVICES AGREEMENT
WITH THE TOWN OF STAFFORD**

WHEREAS, the Town of Batavia, (hereinafter “Batavia”) and the Town of Stafford, (hereinafter “Stafford”) entered into a contract entitled “Towns of Batavia and Stafford First Amended Financial Clerical Services Agreement”, dated May 9, 2016 (original agreement 2014); and

WHEREAS, Stafford wishes to continue this service with Batavia; and

WHEREAS, the Town of Batavia has determined that it has the ability to continue to provide the services by using the Batavia Town Financial Clerk and Secretary to the Supervisor, without reducing the level of service provided to the Town of Batavia.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that the proposed “Town of Batavia and Town of Stafford Sixth Amended Financial Clerical Services Agreement”, a copy of which is annexed hereto and made part of the Town Board Minutes, at a cost of \$20,000 per year to the Town of Stafford, is hereby approved and the Town Supervisor is authorized and directed to sign this Agreement on behalf of the Town of Batavia.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, White, Underhill, Post

APPROVED by unanimous vote (5-0)

**SIXTH AMENDED
TOWN OF BATAVIA AND TOWN OF STAFFORD
FINANCIAL CLERICAL SERVICES AGREEMENT**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between the **TOWN OF STAFFORD**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 8903 Route 237, Stafford, New York

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14143, (hereinafter referred to as “Stafford”), and the **TOWN OF BATAVIA**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 3833 West Main Street Road, Batavia, New York 14020, (hereinafter referred to as “Batavia”).

WHEREAS, pursuant to Article 5-G of the General Municipal Law, Stafford and Batavia are authorized to enter into an inter-municipal cooperative agreement for the provision of financial clerical services, and

WHEREAS, Batavia currently is employing a Financial Clerk fully qualified to provide the financial services as required by law, and

WHEREAS, Stafford has identified a need to have financial clerical work to be provided by Batavia, and

WHEREAS, Batavia intends to continue to maintain the position of Financial Clerk and to provide financial clerical duties in both the Towns of Batavia and Stafford.

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

1. Batavia agrees to provide financial clerical services to Stafford.
2. The services that will be provided will be to complete financial work as needed.
3. In consideration for compensation for the services set forth herein, Stafford shall pay Batavia twenty thousand dollars (\$20,000.00) per year of this agreement. The sum shall be paid during the 2021 budget year to provide services for the year of 2021.
4. The Financial Clerk shall for all purposes be deemed an employee of Batavia. The Financial Clerk shall not in any way be construed as an employee of Stafford. Batavia shall pay the Financial Clerk’s salary and make employer’s contributions for retirement, social security, health insurance, worker’s compensation, unemployment and other similar benefits.
5. 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 Financial Clerk when working in its Town and the other shall not be so responsible.
6. This Agreement shall become effective January 1, 2021 and shall expire on December 31st, 2021, with an option for either municipality to terminate this agreement upon a ninety (90) day written notice to the other municipality.

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7. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions, or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

8. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF STAFFORD

TOWN OF BATAVIA

Robert S. Clement, Supervisor

Gregory H. Post, Supervisor

State of New York}
County of Genesee}ss.

On this _____ day of _____, 20____, before me, the undersigned, personally appeared Robert S. Clement, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York}
County of Genesee}ss.

On this _____ day of _____, 20____, before me, the undersigned, personally appeared Gregory H. Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 181:

Councilman Zambito offered the following:

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TRAINING WORKSHOP

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

Sarah Sauka - USPS 2021 Rate Changes: “What you need to know” webinar (was) December 3, 2020. There was no fee for this webinar.

Dan Underhill- Seneca Tail Resource and Development Council, “Laying the Groundwork for Farmland Protection”, webinar (was) December 7, 2020. There was no fee for this webinar.

Kathy Jasinski and Paul McCullough- SEQR & Solar Energy Permitting Training (was) December 9, 2020. There was no fee for this training.

Sarah Sauka- Notary Test in Rochester, New York (was) December 15, 2020. The cost for this was \$15.00.

Hiedi Librock – Office of State Computer, “Impact from Sales Tax Withholding Programs” webinar December 16, 2020. There is no cost for this webinar.

Planning Board Members- Credit hours for those that attended ZOOM Training Planning Board Meetings during the months of April, May, June, and July.

Zoning Board of Appeals Members- Credit hours for those that attended ZOOM Training Zoning Board of Appeals Meetings during the months of April, May, June and July.

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

RESOLUTION NO. 182 :

Councilwoman White offered the following:

COURT SECURITY

RESOLVED, the Batavia Town Board hereby appoints Richard Schauf to the position of Court Security Attendant to serve on an as needed basis at a rate of twenty dollars and twenty-six cents (\$ 20.26) per hour to replace Brian Thompson, who has resigned.

Second by: Deputy Supervisor Underhill

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Ayes: White, Zambito, Underhill, Michalak, Post
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 183:

Deputy Supervisor Underhill offered the following:

**AUTHORIZATION TO EXECUTE
AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF
MOTOR VEHICLES FOR HEARING ROOM AT TOWN HALL**

WHEREAS, the Town of Batavia and the New York State Department of Motor Vehicles have had an annual agreement since 2003 for the use of a room at the Town Hall for the purpose of Motor Vehicle Hearings; and

WHEREAS, the current agreement expires December 31, 2020; and

WHEREAS, the New York State Department of Motor Vehicles requested to enter into another one year agreement.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the Agreement between the New York State Department of Motor Vehicles and the Town of Batavia, a copy of which is annexed hereto and made part of the Town Board Minutes.

Second by: Councilwoman White

Ayes: Underhill, White, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

AGREEMENT

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

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

The Parties agree as follows:

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1. **TERM & HOURS OF USE:** This Agreement shall take effect on January 1, 2021 and will remain in effect for a period of one (1) year, ending on December 31, 2021, with the option to amend or extend for additional one (1) year periods. DMV shall use the Hearing Room from no more than three days each month, between the hours of 10:00 A.M. and 3:00 P.M.

2. **FEE:** DMV shall pay the Town the sum of One Thousand, Two Hundred Dollars (\$1,200.00) in advance for the use of said Hearing Room, said sum representing a rental fee of One Hundred Dollars (\$100.00) per month for a period of twelve (12) months. Payment shall be made upon DMV's receipt of the Town's invoice for payment and in accordance with Article XI-A of the NYS Finance Law. Should either party terminate this Agreement, the Town agrees to reimburse DMV One Hundred Dollars (\$100.00) for each full month remaining from the date of termination to the expiration date of this agreement.

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

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

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

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

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

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

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

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Notice of termination must be directed as follows:

TO DMV: Dennis Ciotuszynski Senior Administrative Law Judge 295 Main Street, Room 468 Buffalo, New York 14203	TO TOWN: Gregory H. Post Town Supervisor Town of Batavia 3383 West Main Street Road Batavia, NY 14020
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In Witness Whereof, the Parties hereto have executed this agreement by their duly authorized officer or representative.

Dated: _____

Town of Batavia By, _____ Gregory H. Post Town Supervisor	New York State Department of Motor Vehicles By, _____ Shannon Seebode Director, Procurement Services
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RESOLUTION NO. 184:

Supervisor Post offered the following:

**AUTHORIZING PARTICIPATION IN
YEAR 2021 JOINT YOUTH PROGRAM**

WHEREAS, the Town of Batavia has previously participated in a Joint Youth Project along with the following communities: the City of Batavia (Program R006); the Town and Village of Oakfield and Town of Alabama (Program R005); the Town and Village of Bergen and the Town of Byron (Program R002); and the Town and Village of Elba (Program R001), and

WHEREAS, the Town of Batavia's contribution to this joint youth project is \$6,251.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Batavia Town Board hereby approves and authorizes the Town's participation in the aforementioned Joint Youth Project in the year 2021; and be it further

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RESOLVED, that the year 2021 Joint Youth Project as herein described is approved, as are Town's contributions as specified for this program in the year 2021:

<u>Programs</u>	<u>Town of Batavia Share</u>
City of Batavia (R006)	\$ 3,442.00
Oakfield/Alabama (R005)	\$ 997.00
Elba (R001)	\$ 906.00
Byron/Bergen (R002)	<u>\$ 906.00</u>
Total	\$6,251.00

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

RESOLUTION NO. 185:

Councilwoman Michalak offered the following:

DISPOSE AND REMOVE FROM INVENTORY
OBSOLETE COURT COMPUTERS

WHEREAS, the Town of Batavia Court received three (3) new computers from the New York State Office of Court Administration (OCA); and

WHEREAS, OCA has authorized the disposal of the following computers (authorization attached):

<u>Tag #</u>	<u>Item</u>	<u>Serial Number</u>
254	Dell Desktop	JXFOSW1
257	Dell Desktop	21XQRW1
258	Dell Desktop	JXDWRW1
256	Dell Desktop, Service Tag# 59164G1, Asset Tag# T0003062	

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the disposal of the foregoing equipment and authorizes Hurricane Technologies, Incorporated to remove, erase and smash the hard drives from the computers; and be it

FURTHER RESOLVED, the Town Clerk hereby authorized to dispose of such and directs the bookkeeper to remove the items from the Town's inventory.

Second by: Councilwoman White

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Ayes: Michalak, White, Underhill, Zambito, Post
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 186:

Councilman Zambito offered the following:

**DISPOSE AND REMOVE FROM INVENTORY
OBSOLETE OFFICE EQUIPMENT**

WHEREAS, the Town Clerk recommended to the Batavia Town Board to declare the following equipment of no value to the Town, dispose of and remove it from the Town's inventory:

<u>Tag #</u>	<u>Item</u>	<u>Serial Number</u>
117	Dell Sever PowerEdge T410	70LXNN1
224	Lenovo Laptop	EB33966694
226	Dell Inspiron 5523	F1J8QT1
244	Dell OptiPlex 9010	4Y4NH02
376	Dell Precision 5520	BSTQZM2

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby declares the aforementioned equipment of no value to the Town and authorizes Hurricane Technologies, Incorporated to remove, erase and smash the hard drives from the computers; and be it

FURTHER RESOLVED, the Town Clerk is hereby authorized to dispose of such and directs the bookkeeper to remove the items from the Town's inventory.

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

RESOLUTION NO. 187:

Councilwoman White offered the following:

**ANNUAL PROFESSIONAL SERVICES AGREEMENT –
BETWEEN THE TOWN OF BATAVIA AND WENDEL FOR ANNUAL MAINTENANCE OF
THE GEOGRAPHICAL INFORMATIONAL SYSTEM (GIS)**

WHEREAS, Wendel Consulting Services LLC (Wendel), continues with additional GIS services such as program and website additions, additional training and software/hardware support which allows the advancement of the Town's GIS needs; and

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WHEREAS, Wendel has prepared a proposal (attached) as requested by the Town Engineer for the following:

Task 1 – Annual GIS Web Map Application Hosting	\$5,550.00 (lump sum)
Task 2 – GIS/GPS Support and Training	\$5,000.00 (time & expense)
Total Cost	\$10,550.00

and

WHEREAS, the Town Engineer recommends approval of these services to continue the Town's advancement and fulfillment of its GIS needs as well as providing better service to our shared services partners; and

NOW, THEREFORE, BE IT RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the agreement for services of Wendel Consulting Services, LLC, a copy of which is annexed and made part of the Town Board Minutes, for Annual GIS Web Map.

Second by: Councilwoman Michalak

Ayes: White, Michalak, Zambito, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 188:

Deputy Supervisor Underhill offered the following:

PROFESSIONAL SERVICES AGREEMENT –
BETWEEN THE TOWN OF BATAVIA AND WENDEL CONSULTING SERVICES
GIS PROPERTY INSPECTOR DEVELOPMENT

WHEREAS, in 2015 the Town contracted with Wendel Consulting Services LLC (Wendel), to provide an integrated GIS based inspection software solution to assist us with all our inspection operations and documentation; and

WHEREAS, Wendel has prepared a proposal (attached) as requested by the Town Engineer and the Code Enforcement Officer to continue with the hosting, support and training of the GIS Property Inspector Application and will provide the following:

Task 1 – Annual Property Inspector Application Hosting	\$4,000 (lump sum)
--	--------------------

and

WHEREAS, the Town Engineer and Code Enforcement Officer recommends approval of these services for our internal needs and for providing better service to our shared services partners.

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NOW, THEREFORE, BE IT RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the agreement for professional services with Wendel Consulting Services, LLC, a copy of which is annexed and made part of the Town Board Minutes, is hereby approved for the Annual Property Inspector Application Hosting at a cost not to exceed four thousand dollars (\$4,000.00); and be it further

RESOLVED, the expenditure will be appropriated from line items A3620.400 (50%), SS1-8120.400, SS2-8120.400 and SW-8340.400.

Second by: Councilman Zambito

Ayes: Underhill, Zambito, White, Michalak, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 189:

Supervisor Post offered the following:

**AUTHORIZATION TO ENTER INTO AGREEMENT FOR THE NYS DEPARTMENT OF
STATE LOCAL GOVERNMENT CITIZENS REORGANIZATION EMPOWERMENT (CREG)
IMPLEMENTATION GRANT FOR THE
CONSOLIDATION OF THE TOWN OF BATAVIA'S WATER DISTRICTS
CONTRACT NO. T1001712**

WHEREAS, the Town of Batavia has examined the cost savings, operating and administrative efficiencies, and the ability to better plan and finance future capital repairs and improvements in the various existing water districts and water improvement areas in the Town; and

WHEREAS, it has been determined that the consolidation of the Town's existing water districts and improvement areas into a consolidated water district will result in immediate cost savings in the administration and management of the Town's water districts and will allow for the development of an asset management and capital improvement plan that will manage future capital needs in a cost-efficient manner; and

WHEREAS, in order to accomplish these goals, the Town of Batavia applied for and received funding in the amount of \$45,930 from the NYS Department of State's Citizens Re-Organization Empowerment Implementation Grant Program (Implementation) to consolidate the Town's existing water districts and water improvement areas into a single Town-wide Water District to be known as the "Town of Batavia Consolidated Water District" ; and

WHEREAS, the NYS Department of State has submitted Contract No. T1001712 (attached) for execution by the Town.

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NOW, THEREFORE, BE IT

RESOLVED, that the Batavia Town Board hereby authorizes the Supervisor to execute Contract No. T1001712, a copy of which is annexed hereto and made a part of the minutes.

Second by: Deputy Supervisor Underhill

Ayes: Post, Underhill, Michalak, Zambito, White

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 190:

Councilwoman Michalak offered the following:

**TO CREATE A FORCE ACCOUNT AUTHORIZATION FOR THE TOWN PUBLIC WORKS
ENGINEERING DEPARTMENT EMPLOYEE TO BILL TIME RELATED TO WORK
PERFORMED ON THE TOWN OF BATAVIA NYSDOS WATER CONSOLIDATION
PROJECT**

WHEREAS, the Town of Batavia Civil Engineering staff have been authorized to provide services related to the on-going Water District Consolidation Implementation for work beyond ordinary Town Public Works activities and duties, and

WHEREAS, such activities include, but are not necessarily limited to, engineering assistance required as part of the preparation of a joint consolidation agreement and plan as outlined in GML § 752, associated paperwork and administration related to the water consolidation project.

NOW, THEREFORE

BE IT RESOLVED, that it is estimated that these responsibilities will require approximately 183 hours of staff time and will be charged at the following rates, including overhead for the water district consolidation implementation associated activities.:

Town Engineer: \$183.87/hour

Engineering Technician: \$32.89/hour

Second by: Councilman Zambito

Ayes: Michalak, Zambito, White, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 191:

Councilman Zambito offered the following:

RESOLUTION AUTHORIZING THE ADOPTION OF A SECTION 3 PARTICIPATION PLAN

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**IN CONNECTION WITH
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the Town of Batavia (the “Town”) has been awarded two grants by the New York State Housing Trust Fund Corporation (hereinafter the “HTFC”) represented by the New York State Office of Community Renewal (hereinafter the “OCR”) through the Community Development Block Grant (hereinafter “CDBG”) Program for the purpose of assisting HP Hood LLC and Upstate Niagara Cooperative, Inc. in their respective projects within the Genesee Valley Agri-Business Park within the Town (the “Projects”), and

WHEREAS, OCR requires that a municipality applying for and receiving a grant adopt a Section 3 Participation Plan, which describes how the municipality will, to the greatest extent possible, provide job training, employment, and contract opportunities for low-or very-low income residents in connection with housing rehabilitation, housing construction or other public construction projects, in accordance with Section 3 of the Housing and Urban Development Act of 1968; and

WHEREAS, the Town wishes to adopt the Section 3 Plan in order to meet OCR requirements and permit the funding for the Projects to go forward.

NOW, THEREFORE BE IT RESOLVED, that the Town of Batavia Town Board hereby adopts the Section 3 Participation Plan for Section 3 Covered Contracts, as presented to the Town Board, copy of which is annexed hereto and made a part of the minutes.

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

RESOLUTION NO. 192:

Councilwoman White offered the following:

CYBER CRIME AND LIABILITY INSURANCE

RESOLVED, the Batavia Town Board hereby authorizes the purchase of Cyber Crime and Liability Insurance at a cost of three thousand, four hundred, thirty-eight dollars and ten cents, (\$3,438.10), a copy of the quote is annexed hereto and made a part of the minutes; and be it further

RESOLVED, the Supervisor is hereby authorized to execute any documents relating to this insurance.

Second by: Councilwoman Michalak

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Ayes: White, Michalak, Zambito, Underhill, Post
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 193 :

Deputy Supervisor Underhill offered the following:

RESOLUTION APPOINTING ASSESSOR AIDE

WHEREAS, the Town of Batavia desires to appoint James A. Kirsch to the position of Assessment Aide; and

WHEREAS, James A. Kirsch satisfies the requirements and qualifications of the position of Assessment Aide; and

WHEREAS, it is anticipated that the appointment of Mr. Kirsch to the position of Assessment Aide will most effectively ensure the provision of necessary services to the Town and its residents.

NOW THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby retains James A. Kirsch at a salary of \$26.78 per hour, not to exceed 15 hours per week, effective December 21, 2020; and be it

FURTHER RESOLVED, as per the Town of Batavia policy, Mr. Kirsch is subject to a physical, background and driver's license check and drug and alcohol testing; and be it

FURTHER RESOLVED, there is a six-month probationary period for this appointment; and be it

FURTHER RESOLVED, the expenditure will be appropriated from line item A1355.103.

Second by: Councilman Zambito

Ayes: Underhill, Zambito, White, Michalak, Post

APPROVED by unanimous vote (5-0)

Abstract No. 12-2020: Motion Deputy Supervisor Underhill, second Councilwoman Michalak to authorize the Supervisor to pay the following vouchers:

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General	\$101,694.75
Highway	9,678.16
Sewer No. 1	183,586.50
Sewer No. 2	58,364.17
Water	44,234.63
Agri Business PS	7,641.63
Total	\$405,199.84

Check numbers 23401-23454, ACH: \$34,785.07

Ayes: Underhill, Michalak, Zambito, White, Post

MOTION CARRIED by unanimous vote (5-0)

DEPARTMENT REPORTS:

The Supervisor reported on the following departments:

Highway- The Highway department is seeking redundancy in staffing and equipment to maintain roads, not only for the Town of Batavia but other communities that maybe effected by COVID.

Water/Wastewater- Operations continue with updating pump stations, inspecting new services, maintenance and meeting the service demands.

Building- The building department has been extremely busy with projects in commercial and small industrial sector, as well as residential construction.

Courts- Working with the Office of Court Administration to stay in compliance. Currently the court is closed for proceedings. New justices have been training.

Every department has been busy. Historian maybe pursuing some grant funding to assist in filing and archiving the historical records.

Supervisor's Report:

Status Report on expenditures and revenues is available for the Board's review.

State of Emergency Declaration- The SOE Declaration that expired December 13, 2020 at 5:59 P.M. has been extended. The state of emergency continues primarily to be consistent with Genesee County, the State of New York and the United States of America in response to this pandemic, as we are obligated to respond in the speed provided us in a State of Emergency.

GAM Meeting- Tomorrow at 7:00 there will be a GAM meeting via Zoom.

Special Town Board Meeting – There will be a Special Town Board meeting for unfinished business on December 30, 2020.

COMMUNICATIONS:

The Town Clerk reported on the following:

November Town Clerk monthly report collected a total of \$8,058.50, remitted \$4,705.11 to the Supervisor for the Local Share.

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Tax Bills – The 2021 Town/County Tax Bills will be mailed out December 31, 2020. Due to COVID, we encourage taxpayers who are paying by check or money to mail in payments to the Town of Batavia Tax Collector, Post Office Box that is set up with the Town's bank or utilize the drop box located by the Town Hall front door on the right.

If you are paying by cash, payments will be accepted at the drive-up window.

The Supervisor expressed his appreciation to everyone for all the efforts made in the past month to finish up the year and keeping everything on track.

Merry Christmas to all!!

ADJOURNMENT:

Motion Deputy Supervisor Underhill, second Councilwoman White to adjourn the Regular Town Board Meeting at 7:43 P.M.

Ayes: Underhill, White, Michalak, Zambito, Post

MOTION CARRIED by unanimous vote (5-0)

Respectfully submitted,

Teresa M. Morasco
Town Clerk