

**OCTOBER 21, 2015
REGULAR TOWN BOARD MEETING**

Town Hall

7:00 P.M.

Greg Post, Supervisor led the pledge to the flag.

Roll Call

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

Others

Present: Town Clerk Morasco
Roger Muehlig, Daily News Reporter
Oakfield High School Student

The Supervisor called the meeting to order at 7:05 P.M.

September 16, 2015 Regular Town Board Meeting, September 30, 2015 Public Hearing-Local Law 4 of 2015 Rezone, September 30, 2016 Special Town Board Meeting: Motion Councilman Lang, second Deputy Supervisor Underhill to approve the minutes as written.

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

RESOLUTION NO. 185 :

Councilman Lang offered the following:

RESOLUTION TO ADOPT A NEGATIVE DECLARATION

WHEREAS, in accordance with the State Environmental Quality Review Act (SEQR), the proposed Local Law No. 4 of 2015 to provide changes to a certain area of approximately 30 acres upon the Zoning Map of the Town of Batavia, New York, is an Unlisted Action; and

WHEREAS, the Batavia Town Board acting as Lead Agency has reviewed the SEQR Short Environmental Assessment Form; and

WHEREAS, it has been determined that the proposed amendments will not have an adverse impact on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Batavia, New York, hereby directs the Supervisor to sign on Page 2 of 2 of the "Short Environmental Assessment Form Part 2 - Impact Statement", indicating that the proposed action will not result in any significant adverse environmental impacts, with regard to Local Law No. 4 of 2015, that makes a revision to the Zoning Map of the Town of Batavia, New York.

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

RESOLUTION NO. 186:

Deputy Supervisor Underhill offered the following:

RESOLUTION ADOPTING LOCAL LAW No. 4 of 2015

WHEREAS, proposed Local Law No. 4 of 2015 of the Town of Batavia entitled “A Local Law to Amend the Zoning Map of the Town of Batavia, New York”, which proposed Local Law in its final form was presented to the Town Board at the meeting held on September 16, 2015, and a copy thereof was kept with the Town Clerk and copies were both laid upon the desks of the members of said Town Board and mailed to each member of the Town Board not in attendance at said meeting, at least ten (10) days, exclusive of Sundays, prior to its final passage; and

WHEREAS, a public hearing on the advisability of enacting said proposed Local Law was held on October 21, 2015, before this Town Board, pursuant to public notice duly published in The Daily News according to law, at which time all interested persons were heard; and

WHEREAS, all required referrals to the Genesee County Planning Board and the Batavia Town Planning Board, as well as all required publications and postings, have been properly completed; and

WHEREAS, the Town Board of the Town of Batavia, New York, is of the opinion that adoption of said proposed Local Law No. 4 of 2015 is in the best interests of the Town of Batavia, New York,

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Batavia, New York that said proposed Local Law No. 4 of 2015, be and the same hereby is adopted, and such Local Law shall be entered in the minutes of the Batavia Town Board; and

BE IT FURTHER RESOLVED, that the Zoning Map of the Town of Batavia, New York is hereby amended as more fully set forth in said Local Law; and

BE IT FURTHER RESOLVED, that certified copies of said Local Law No. 4 of 2015 be filed with the New York State Secretary of State in accordance with Law; and

BE IT FURTHER RESOLVED, that a summary of this provisions pursuant to Local Law No. 4 of 2015 be published once in The Daily News and that an affidavit of publication thereof be filed with the Town Clerk; and

BE IT FURTHER RESOLVED, that this Local Law shall become effective as provided by law upon its filing in the Office of the Secretary of State.

Second by: Councilman Lang

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

RESOLUTION NO. 187:

Supervisor Post offered the following:

TRAINING WORKSHOP

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

Jason Armbrewster, Paul Barrett, Sandra Baubie, Bruce Gerould, Greg Lang, Tom Lichtenthal, Matthew Mahaney, Melissa Mason, Kate Meier, Dan Miles, Eric Olson, Sarah Sauka, Rhonda Saulsbury, Doug Smart, Burt Swable, Keith Wilkinson, and Keith Wilkinson, Jr, - NYMIR Safe Driving & Avoiding Distractions Seminar (was) October 15, 2015. There is no cost for this seminar.

Marcy Crandall, Hiedi Librock, Teresa Morasco, and Steve Mountain - NYMIR Crime & Fidelity Social Media-Cyber Liability Seminar (was) October 21, 2015. There is no cost for this seminar.

Tom Lichtenthal, Dan Miles, Doug Smart, and Burt Swable- NYMIR Safety During Snow and Ice Removal Seminar October 29, 2015. There is no cost for this seminar.

Paul McCullough- GFLRPC Fall Local Government Workshop November 13, 2015 at a cost of \$75.00 each.

Greg Lang- CDL Class A License Training Monday Evenings at a cost of \$1,735.00.

Keith Wilkinson- Water Operator License-Grade D at a cost of \$375.00. A Town vehicle will be used.

Greg Lang- Water Operator License-Grade C at a cost of \$450.00. A Town vehicle will be used.

Second by: Councilman Zambito

Ayes: Post, Zambito, Lang, Underhill, Michalak

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 188:

Councilwoman Michalak offered the following:

**AUTHORIZING PARTICIPATION IN
YEAR 2016 JOINT YOUTH PROGRAM**

WHEREAS, the Town of Batavia has previously participated in a Joint Youth Project along

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with the following communities: the City of Batavia (Program R006); the Town and Village of Oakfield and Town of Alabama (Program R005); the Towns of Pembroke and Darien and the Village of Corfu (Program R004); the Town and Village of Alexander (Program R003); 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 \$9,237.00.

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 2016; and be it further

RESOLVED, that the year 2016 Joint Youth Project as herein described is approved, as are Town's contributions as specified for this program in the year 2016:

<u>Programs</u>	<u>Town of Batavia Share</u>
City of Batavia (R006)	\$ 3,442.00
Pembroke, et al. (R004)	\$ 2,080.00
Oakfield/Alabama (R005)	\$ 997.00
Elba (R001)	\$ 906.00
Byron/Bergen (R002)	\$ 906.00
Alexander (R003)	<u>\$ 906.00</u>
Total	\$9,237.00

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 189:

Councilman Zambito offered the following:

**AUTHORIZATION TO PARTICIPATE IN THE
CITY OF BATAVIA BUSINESS IMPROVEMENT DISTRICT
"CHRISTMAS IN THE CITY" PARADE**

WHEREAS, the City of Batavia Business Improvement District is hosting "Christmas in the City" and parade on Friday, December 4, 2015; and

WHEREAS, Town of Batavia Employees wish to participate in the parade.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the Town of Batavia Employees to participate in the "Christmas in the City" parade; and be it further

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RESOLVED, the Supervisor is hereby authorized to execute the parade application and agreement, a copy of which is annexed to and made a part of the minutes.

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

RESOLUTION NO. 190:

Councilman Lang offered the following:

**LEVYING UNPAID WATER AND SEWER
CHARGES AGAINST 2016 TAX WARRANT**

WHEREAS, the Deputy Town Clerk has prepared a list of all property owners who owe the Town for water and/or sewer rents as of October 16, 2015; and

WHEREAS, Section 229-15 (c) of Town Law stipulated that such amounts owing shall be levied against the property to which the service is rendered.

NOW, THEREFORE, BE IT RESOLVED, that the attached list in the amount of \$52,324.79 or as may be amended before final submission to the Genesee County Treasurer, be and is hereby approved for levying against the individuals 2016 tax warrant.

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

RESOLUTION NO. 191:

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO INTRODUCE PROPOSED LOCAL LAW No. 5 of 2015
AND TO SCHEDULE A PUBLIC HEARING**

WHEREAS, the Town Board of the Town of Batavia, New York desires to consider adopting legislation to override the limit on the amount of real property taxes that may be levied by the Town of Batavia pursuant to General Municipal Law § 3-c, and to allow the Town of Batavia to adopt a town budget for fiscal year 2016 that requires a real property tax levy in excess of the tax levy limit, also known as Town of Batavia Local Law No. 5 of 2015.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York that proposed Local Law No. 5 of 2015 entitled "A Local Law to Override the Tax Levy Limit Established in General Municipal Law § 3-c for Fiscal Year 2016", which proposed Local Law is now in its final form as appears by a copy thereof hereto attached, be and the same hereby is introduced for adoption; and

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BE IT FURTHER RESOLVED that said proposed Local Law be laid upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the office of the Town Clerk until November 4, 2015, and that a public hearing be held before this Town Board on the 4th day of November, 2015 at 7:00 p.m. at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, on the advisability of enacting said proposed Local Law; and

BE IT FURTHER RESOLVED that a copy of said proposed Local Law be mailed to each member of the Town Board not in attendance at this meeting in a postpaid, properly addressed and securely closed envelope in a post box within the Town of Batavia, New York not less than ten (10) calendar days, exclusive of Sunday, prior to the date of said public hearing; and

BE IT FURTHER RESOLVED that the Town Clerk shall cause notice of said public hearing to be published once in The Daily News at least five (5) days prior to the date of said public hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office.

Second by: Councilman Lang
Ayes: Underhill, Michalak, Zambito, Post
Abstain: Lang
APPROVED (4-ayes, 1-abstain)

RESOLUTION NO. 192:

Supervisor Post offered the following:

ADOPTION OF THE
2016 PRELIMINARY TOWN BUDGET

RESOLVED, the Batavia Town Board hereby adopts the Preliminary Town Budget for 2016; and be it further

RESOLVED, that the 2016 Preliminary Town budget hereby be filed in the Office of Batavia Town Clerk.

Second by: Councilwoman Michalak
Ayes: Post, Michalak, Zambito, Underhill
Abstain: Lang
APPROVED (4-ayes, 1-abstain)

Discussion: The Supervisor commented that this is the first time in 36 years that there will be a Town of Batavia tax levy. The preliminary budget calls for a \$500,000 tax levy which equates to \$1.42 per 1,000 assess value.

RESOLUTION NO. 193:

Councilwoman Michalak offered the following:

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**CALLING A PUBLIC HEARING
SEWER RENTS – MAY 2016 TO FEBRUARY 2017**

WHEREAS, pursuant to General Municipal Law Section 452 as amended, impositions of sewer rents in Sewer Districts No. 1 and No. 2 in the Town of Batavia are subject to approval by the Batavia Town Board,

WHEREAS, these sewer rents are imposed to pay for the cost of wastewater treatment and operation and maintenance of the sewer lines,

WHEREAS, the proposed sewer rents for May 2016 to February 2017 are Sewer District No. 1 - \$5.62/1,000 gallons, Sewer District No. 2 - \$5.62/1,000 gallons;

WHEREAS, a public hearing is required before the new sewer rents are imposed;

RESOLVED, the Batavia Town Board hereby authorizes and orders that a Public Hearing on the Proposed Sewer Rents-May 2016 to February 2017 be conducted at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, beginning at 7:05 P.M. on Wednesday, November 4, 2015, at which time and place all interested persons will be heard; and be it further

RESOLVED, that the Town Clerk is hereby directed to have published at least once in the Daily News at least five (5) days before the date scheduled for the public hearing, the public hearing notice which is attached hereto.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

**NOTICE OF PUBLIC HEARING
SEWER RENTS – MAY 2016 – FEBRUARY 2017**

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held November 4, 2015 at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, at 7:05 P.M. for the purpose of imposing Sewer Rents. The proposed sewer rents for May 2016 to February 2017 are, Sewer District No. 1 at \$5.62/1,000 gallons and Sewer District No. 2 at \$5.62/1,000 gallons.

The foregoing by order of the Batavia Town Board.

Dated: October 21, 2015

Teresa M. Morasco
Batavia Town Clerk

RESOLUTION NO. 194:

Councilman Zambito offered the following:

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**CALLING A PUBLIC HEARING
WATER RATE – MAY 2016 TO FEBRUARY 2017**

WHEREAS, pursuant to the Code of the Town, Section 229-15, the Town Board shall by resolution establish and from time to time modify the water rate for all water sold by the Town of Batavia; and

WHEREAS, in addition to modifying the Town as part of Agricultural and Farmland Protection are proposing a reduced water rate for the benefit of both agricultural users and all users within the Town's water service area, and

WHEREAS, the reduced water rate for this purpose shall be known as the "Agricultural Rate" and the normal user rate shall be known as the "Base Rate", and

WHEREAS, the definition of the two rates are:

Base rate: applies to all meters that are not dedicated to use within farming operations as described in the Agricultural Rate.

Agricultural Rate: applies to all meters serving parcels in a Certified Agricultural District and dedicated to use in farming operations, including providing drinking water for livestock, irrigation of crops, and operations related directly to agriculture. This rate does not apply to meters that also serve domestic, commercial, or industrial uses.

WHEREAS, the formula for the Base Rate is

- 100% of the water purchase cost
- 100% of the Genesee County water surcharge cost
- 100% of the Town's debt reserve cost
- 100% of the Town's Operation and Maintenance cost

WHEREAS, the formula for the new Agricultural Rate is

- 100% of the water purchase cost
- 100% of the Genesee County water surcharge cost
- 100% of the Town's debt reserve cost
- 10% of the Town's Operation and Maintenance cost

WHEREAS, the proposed Base water rate for May 2016 to February 2017 is \$4.95/1,000 gallons; and

WHEREAS, the proposed Agricultural water rate for May 2016 to February 2017 is \$3.31/1,000 gallons; and

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WHEREAS, as a courtesy to the consumers, the Town Board wishes to call a public hearing before imposing the new rates.

RESOLVED, the Batavia Town Board hereby authorizes and orders that a Public Hearing on the proposed water rate-May 2016 to February 2017 be conducted at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, beginning at 7:10 P.M. on Wednesday, November 4, 2015, at which time and place all interested persons will be heard; and be it further

RESOLVED, that the Town Clerk is hereby directed to have published at least once in the Daily News at least five (5) days before the date scheduled for the public hearing, the public hearing notice which is attached hereto.

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

**NOTICE OF PUBLIC HEARING
WATER RATE – MAY 2016 – FEBRUARY 2017**

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held November 4, 2015 at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, at 7:10 P.M. for the purpose of imposing water rates. The proposed base water rate for May 2016 to February 2017 is \$4.95/1,000 gallons and the proposed Agricultural water rate for May 2016 to February 2017 is \$3.31/1,000 gallons.

The foregoing by order of the Batavia Town Board.

Dated: October 21, 2015

Teresa M. Morasco
Batavia Town Clerk

RESOLUTION NO. 195:

Councilman Lang offered the following:

**CALLING FOR PUBLIC HEARING
ON THE 2016 TOWN BUDGET**

RESOLVED, the Batavia Town Board hereby authorizes and orders that a Public Hearing on the Preliminary Town Budget for 2016 be conducted at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, beginning at 7:15 P.M. on Wednesday, November 4, 2015 at which time and place all interested persons will be heard; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to publish such public notice of the subject Public Hearing as required by law.

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

**NOTICE OF PUBLIC HEARING
ON THE 2016 TOWN BUDGET**

PUBLIC NOTICE IS HEREBY GIVEN that the Preliminary Budget of the Town of Batavia for fiscal year 2016 has been completed and filed in the Office of the Town Clerk of the Town of Batavia, where it is available for public inspection during regular business hours.

Notice is also given that the Town Board of the Town of Batavia will hold a Public Hearing on the Preliminary Budget at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York beginning at 7:15 P.M. on Wednesday, November 4, 2015 at which time and place any person will be heard in favor of or in opposition to any item or items contained therein.

Public Official Salaries are as follows:

Supervisor	\$30,000.00
Deputy Supervisor	\$15,000.00
Councilman (3)	\$10,000.00
Town Clerk/Tax Collector	\$64,300.00
Highway Superintendent	\$17,510.00
Town Justice (2)	\$24,500.00

The foregoing by order of the Batavia Town Board.

Dated: October 21, 2015

Teresa M. Morasco
Batavia Town Clerk

RESOLUTION NO. 196:

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO APPROVE TWO AMENDED INTERMUNICIPAL AGREEMENTS
FOR THE TOWNLINE WATER PROJECT**

WHEREAS, it was originally intended that the Towns of Batavia, Elba, Oakfield, and Stafford would construct, operate and maintain a joint water distribution system, referred to as the Townline Water Project, (hereinafter "Project"), and

WHEREAS, the three Towns of Batavia, Elba and Oakfield have already formed their respective three Water Districts and construction has commenced upon portions of the Project located within these three Towns, and

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WHEREAS, on September 14, 2015, the Town of Stafford established its respective Water District No. 10 for its portion of the Project, and

WHEREAS, the Town of Stafford will be shortly submitting an Application to the New York State Comptroller's Office to approve its portion of the Project, and

WHEREAS, the three Towns of Batavia, Elba and Oakfield will jointly own the portion of the Project within these three Towns based upon certain percentages relating to the number Units in each of these respective three Towns, and

WHEREAS, it is being proposed that the Town of Stafford will solely own the portion of the Project located on Fotch Road in the Town of Stafford, and

WHEREAS, the Towns of Batavia, Elba and Oakfield entered into an Intermunicipal Agreement, dated August 21, 2014, with regard to the ownership, engineering, design, construction and financing for this Project, and

WHEREAS, the aforesaid three Towns entered into another Intermunicipal Agreement, dated August 21, 2014, with regard to the operation and maintenance of the Joint Facilities within their respective Towns, and

WHEREAS, amendments to both of these Intermunicipal Agreements have been proposed in order to add the Town of Stafford to the rights, duties, terms and conditions of the two aforesaid existing Intermunicipal Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that a proposed "Amended Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project", a copy of which is to be made a part of the Town Board Minutes, is hereby approved, and

BE IT FURTHER RESOLVED that a proposed "Amended Intermunicipal Agreement for Operation and Maintenance for Water Facilities for the Townline Water Project", a copy of which is to be made a part of the Town Board Minutes, is also hereby approved, and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby authorized and directed to sign both Amended Agreements on behalf of the Town of Batavia and to take whatever steps are necessary to implement and effectuate the terms and conditions of both of these Amended Agreements.

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

AMENDED

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**INTERMUNICIPAL AGREEMENT FOR OPERATION AND MAINTENANCE
OF WATER FACILITIES FOR THE TOWNLINER WATER PROJECT**

THIS AMENDED AGREEMENT, made the _____ day of _____, 2015, by and among the **TOWN OF BATAVIA**, a Municipal Corporation of the State of New York, with offices located at 3833 West Main Street Road, Batavia New York 14020, (hereinafter “Batavia”); the **TOWN OF ELBA**, a Municipal Corporation of the State of New York, with offices located at Maple Avenue, Elba, New York 14058, (hereinafter “Elba”); the **TOWN OF OAKFIELD**, a Municipal Corporation of the State of New York, with offices located at 3219 Drake Street, Oakfield, New York 14125, (hereinafter “Oakfield”); and the **TOWN OF STAFFORD**, a Municipal Corporation of the State of New York, with offices located at 8903 Route 237, Stafford, New York 14143, (hereinafter “Stafford”), (hereinafter referred to collectively as the “Towns”).

WITNESSETH:

WHEREAS, Batavia has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County supplies an adequate quantity of water for use by Batavia’s residents who are obtaining water services, and

WHEREAS, Elba has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County will supply an adequate quantity of water for use by Elba’s residents who will require water services, and

WHEREAS, Oakfield has previously entered into a Water Supply Agreement with the County of Genesee and the Village of Oakfield, whereby the County and the Village supplies an adequate quantity of water for use by Oakfield’s residents who are obtaining water services, and

WHEREAS, Stafford had previously entered into a Water Supply Agreement with the Monroe County Water Authority, (hereinafter “MCWA”), whereby the MCWA supplies an adequate quantity of water for use by Stafford’s residents obtaining water services, and

WHEREAS, the four Towns intend to construct, operate and maintain a joint water distribution system referred to as the Townline Water Project, (hereinafter “Project”), and

WHEREAS, this Project will consist of the construction of approximately 104,700 linear feet of new 8 inch and 12 inch diameter water main, together with all related hydrants, valves, apparatus, conduits, pipes, casings, meters and manholes; to also include all interests in real property of any kind or nature to the extent assignable; to be installed along portions of the Batavia-Oakfield Townline Road, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and the Batavia-Stafford Townline Road, (hereinafter referred to collectively as the “Facilities”), and

WHEREAS, Batavia, in furtherance of this Project, has formed and established the Batavia North

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Water District, (hereafter “Batavia North”), and

WHEREAS, Elba, in furtherance of this Project, has formed and established Water District No. 1, (hereafter “Elba 1”), and

WHEREAS, Oakfield, in furtherance of this Project, has formed and established Water District No. 6, (hereafter “Oakfield 6”), and

WHEREAS, Stafford, in furtherance of this Project, intends to form and establish Water District No. 10, (hereafter “Stafford 10”), and

WHEREAS, the Facilities will be constructed and financed as set forth in a document, entitled “Map, Plan and Report for the Town of Batavia: Batavia North Water District, Town of Elba: Water District No. 1, Town of Oakfield: Water District No. 6; as well as a “Map, Plan and Report for the Town of Stafford Water District No. 10 in Conjunction with the Townline Water Project”, (hereinafter “MPR1” and “MPR2”, respectively, or “MPRs” collectively), and

WHEREAS, it was originally intended that all four Towns would simultaneously own a percentage of the entire Joint Facilities, and

WHEREAS, it is intended that Batavia will provide all operation and maintenance services to the entire Joint Facilities located within all four Towns, and

WHEREAS, the MCWA has agreed to allow Batavia to perform these operation and maintenance services to the facilities located in the Town of Stafford in Stafford 10; subject to the condition that MCWA retains its right to re-assert providing operation and maintenance services to Stafford 10, in the event that these facilities are used to provide water service to any other portion of the Town of Stafford, and

WHEREAS, in order to accommodate the position of the MCWA, it is necessary that Stafford retains ownership of the portion of the Joint Facilities located on Fotch Road within its Town, and

WHEREAS, the Towns of Elba, Oakfield and Stafford desire to contract for the operation and maintenance of the Facilities located within their Towns; as well as for the billing and collection of the costs to provide and pay for the water service, and

WHEREAS, Batavia will lease the percentages of the Facilities owned by the other three Towns in order to perform the services and responsibilities as set forth herein, pursuant to the terms and conditions of this Amended Agreement.

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

1. Elba, individually and on behalf of its Water District No. 1; as well as Oakfield, individually and on behalf of its Water District No. 6, do hereby lease their respective percentages of the Facilities to the Town of Batavia for the term as hereinafter set forth in this Amended Agreement. Since

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pursuant to an “Amended Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project”, to be executed simultaneously with this Amended Agreement, the Town of Stafford will own all of the facilities to be located upon Fotch Road in the Town of Stafford; Stafford, individually and on behalf of its Water District No. 10 does lease this said portion of the facilities to the Town of Batavia for the term as set forth in this Amended Agreement.

2. The leased Facilities include replacements, additions, betterments and improvements, which may hereinafter during the term of this Amended Agreement be furnished and installed within or on behalf of the entire Project and/or any respective Water District.

3. Batavia agrees to operate, maintain and repair the entire Project Facilities and to distribute water on behalf of all four Towns to the respective Water Districts within each Town.

4. The cost for these services shall be determined in accordance with Batavia’s current Rate Schedule in effect, and as amended from time to time by Batavia in its sole discretion. Batavia’s Rate Schedule currently requires payment by each customer for water service to be charged at the rate of \$4.60 per 1,000 gallons of water used, with this cost determined as follows:

A. Purchase	\$2.15
B. Genesee County Surcharge	\$0.60
C. Capital Reserve	\$0.47
D. Operation and Maintenance	\$1.38

5. No later than at least forty-five (45) days in advance, Batavia will provide to the other three Towns any proposed amendments to the Rate Schedule, which shall break out the various costs for water supply, operation, maintenance and capital improvement reserve. During this forty-five (45) day period, the Supervisors from all four Towns shall meet at least once, to discuss the proposed rate change issue. During the term of this Amended Agreement, users in all four Towns will pay the same water rate.

6. The Towns of Elba, Oakfield and Stafford hereby respectively retain the right to add any additional charges for the delivery of water service within their respective Water Districts, and shall be entitled to collect and remit any such charges from their respective District users to their respective Town.

7. Maintenance and repair by the Town of Batavia as referred to in this Amended Agreement shall be defined as a project which costs the sum of \$20,000.00 or less. Any project or improvements costing more than \$20,000.00 shall be considered as a capital expense, and the Towns of Elba and Oakfield shall be responsible to pay for or to reimburse Batavia for any capital expenses in either Batavia, Elba or Oakfield, based upon a percentage of the total cost of such capital improvement which is respectively equal to the percentage of ownership of the Project Facilities owned by each of these three respective Towns. The respective percentages will be calculated by using the total debt service in each respective District as the numerator, and dividing this number by the total debt service of the Project within Batavia, Elba and Oakfield, as the denominator. Stafford will be responsible to pay for or to reimburse Batavia for all capital expenses upon any portion of the Facilities located on Fotch Road within the Town of Stafford.

8. All performance of services that will be provided by Batavia shall be pursuant to Subpart 5-1, Public Water Supplies of the New York State Sanitary Code and Batavia’s Water Ordinance, (hereinafter the “Ordinance”). The Ordinance may be amended from time to time by Batavia at its sole discretion. However, Batavia agrees to inform the other three Towns at least thirty (30) days prior to implementing any such amendments.

9. Upon request, Batavia shall supply copies of any test reports required by the New York State Department of Health to the other three Towns.

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10. Batavia shall read all meters and invoice the customers of the Batavia North, Elba 1, Oakfield 6 and Stafford 10 Water Districts.

11. All Batavia invoices to the Water District customers included in this Amended Agreement, shall be due and paid according to the terms of the Ordinance, including penalties for late payments, in effect as of the date of the invoice for such water. In the event that any such customer is delinquent for more than ninety (90) days, Elba, Oakfield and Stafford will have in effect rules and regulations to enforce collection of such charges, and to make payment to Batavia, including; but not limited to collecting payment by relevying upon tax bills.

12. Elba, Oakfield and Stafford, upon request by Batavia, shall make payments to Batavia for any water bills of customers within their respective three Water Districts that are more than ninety (90) days in arrears.

13. Batavia shall make any and all payments related to water supply to Genesee County on behalf of Batavia, Elba, Oakfield and Stafford according to the terms set forth in any Water Supply Agreement in effect or as amended, by and between Genesee County and the respective three Towns. .

14. Customers within the four Water Districts located in the Project area shall purchase water to serve present and future needs of these Districts pursuant to the Water Supply Agreements by and between the County of Genesee and the respective three Towns. .

15. Any and all extensions of any of the four Water Districts to be formed and constructed and/or addition of new Water Districts or appurtenances shall be in accordance with all of Batavia's standards.

16. A map of the proposed four Water District service area to be served by the Town is annexed hereto and made a part of this Amended Agreement as **EXHIBIT A**. This map shall be amended as necessary from time to time to reflect any customers added by any of the three Water Districts. Any such amendment that expands or extends Elba 1, Oakfield 6 and Stafford 10, shall be approved by Batavia and shall not negatively affect supply or service to existing Batavia customers.

17. Elba, Oakfield and Stafford agree that Batavia may use the Facilities of the four Districts within the Project area or its extensions, without the imposition of any rentals or other charges of any kind or nature, to serve water to areas located outside of the initial limits of the four Water Districts within the Project area. Batavia agrees that such use by it if the Facilities shall not reduce below accepted standards (as established by applicable Federal and State Laws, Rules and Regulations and Batavia's Ordinance), supply or pressure of water to be furnished by Batavia to the residents and inhabitants within the four Districts and/or other water customers within the four Towns.

18. Batavia agrees that service to other areas outside of the initial three Water Districts of Batavia, Elba and Oakfield within the Project area shall comply with the requirements of any and all existing Water Supply Agreements with Genesee County and the respective Towns of Batavia, Elba and Oakfield, and any amendments thereto. Batavia agrees that service to areas outside of the initial portion of Stafford 10 within the Project area shall comply with the requirements of any and all existing Water Supply Agreements with the Monroe County Water Authority and the Town of Stafford, and any amendments thereto.

19. All extensions to any of the four Water Districts within the initial Project area, after the execution of this Amended Agreement, shall be made under the exclusive control and jurisdiction of the respective Town where the extension is made, and shall be subject to the provisions of the Town Law and any amendments thereof. In the event that Elba 1 and/or Oakfield 6 and/or Stafford 10, shall form one or more extensions, said extension shall be subject to the following terms and conditions:

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A. At the request of the extending Water District, Batavia may provide the services of its Engineering Department to assist the extending District in the preparation and formation of necessary plans, drawings and specifications of the proposed distribution system construction. Said services may be provided to the extending Districts so long as Batavia is given reasonable notice of the need for, and the scope of such services, and Batavia and the extending District establishes mutually agreeable terms for the completion of services.

B. Said distribution system shall service the entire area of said extension and shall be installed without cost to Batavia.

C. The Town where the extensions are made shall have the exclusive right to determine the amount of any fee to be charged to any such extension and to be paid to it by the customers in the extension for the right to connect to the existing Facilities of the Project area. The fee shall belong exclusively to the Town where the District is extended and Batavia shall have no right or interest to this fee or any other charges related thereto.

D. The extension to the Water District shall comply with all applicable Laws, Rules and Regulations, including Batavia's Ordinance, and shall obtain all necessary governmental approvals with respect to the formation of any extensions and the construction of the distribution system therein.

20. The four Towns on behalf of the four respective Districts to be constructed pursuant to the Project; as well as any other Water Districts, now existing or developed in the future within any of the four respective Towns, shall bear the full costs related to the formation of any such Water District, or installation or maintenance of facilities, including meters, except as specifically agreed herein.

21. This Amended Agreement is subject to the consent and approval of the Genesee County Legislature.

22. As a condition of the approval, the Towns of Batavia, Elba and Oakfield, individually and on behalf of its respective Water Districts, agree to form any Water Districts as requested by Genesee County associated with any future construction of water supply or distribution facilities described in the February 1999 Genesee County Water Supply System Final Environmental Impact Statement. Genesee County shall provide the necessary District Formation Reports at no cost to any of the respective Towns. Genesee County shall construct or cause to be constructed certain facilities in accordance with the February 1999 Genesee County Water Supply System Final Environmental Impact Statement. The determination and scheduling of the construction of such water supply facilities, shall be at the sole discretion of Genesee County.

23. This Amended Agreement is subject to the consent and approval of the Monroe County Water Authority.

24. As a condition of the approval, the Towns of Batavia, Elba and Oakfield, individually and on behalf of its respective Water Districts, agree that if there are any extensions of water service within the Town of Stafford connecting to the Townline Water Project facilities on Fotch Road, the Monroe County Water Authority, in its sole discretion, retains the right to operation, maintain, and otherwise exercise all rights with regard to the customers in Stafford 10 in the same manner that it provides these services to residents in all other Water Districts within the Town of Stafford.

25. It is understood and agreed that Batavia makes no guarantee as to the pressure, quantity, quality or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water whether caused by shutting off water in case of accident, or for alterations, extensions, connections or repairs or for any other cause of any kind or nature.

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26. In the event of an emergency or other necessity, Batavia shall have the right to shut off or reduce the flow of water for such periods that it deems necessary.

27. In the event that Batavia deems it necessary to shut off or reduce the flow of water supply, Batavia shall provide the other three Towns with reasonable advance notice when possible. Batavia shall correct the situation as soon as practicable.

28. Elba, Oakfield and Stafford shall have the right to request that Batavia temporarily turn off its transmission main and any such requesting Town shall be able to temporarily obtain its required water requirements from another source, only until such time as the corrected measures taken by Batavia have been inspected and approved by Batavia's Water Department.

29. If Batavia deems that there is a condition in Elba 1 and/or Oakfield 6 and/or Stafford 10 that could contaminate the water supply, Batavia will notify the other three Towns and the respective three Towns as the situation requires, will correct the problem as soon as practicable. Batavia may temporarily discontinue service to any such Water District until the necessary corrections have been made.

30. In the event that a water emergency is declared by Batavia, Batavia shall notify the Town Supervisors of the other three Towns, and the Town Boards of these three Towns shall declare a similar emergency with respect to all water supplied to customers within the three Water Districts of the respective Towns. The three Towns shall duplicate any emergency measures taken by Batavia during such water emergency.

31. Elba, Oakfield and Stafford shall immediately notify Batavia of any information or complaints that it receives from customers within the respective Water Districts; as well as any problems or difficulties relating to the Facilities and the water distribution system.

32. There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Amended Agreement. No changes, addition or deletions of any portions of this Amended Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.

33. This Amended Agreement may not be assigned by any party, in whole or in part, without the prior written consent of all three of the parties.

34. This Amended Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

35. This Amended Agreement and any transactions by and among the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of New York.

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

37. No waiver of compliance with any provision or condition of this Amended Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.

38. No failure on the part of any party to exercise and/or any delay in exercising any of its rights hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

39. All the rights and duties of the parties created by this Amended Agreement shall survive with respect to the services performed prior to such terminations.

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

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41. The term of this Amended Agreement shall be for a period of forty (40) years, with the following provisions:

A. This Amended Agreement may be terminated or extended upon a written instrument executed by all four parties herein.

B. This Amended Agreement shall terminate on the effective date of any contract with any entity assuming operation of the Town of Batavia Water Supply System.

IN WITNESS WHEREOF the parties have last signed this Amended Agreement the day and year first written above.

TOWN OF BATAVIA (SEAL)

Gregory H. Post, Supervisor

TOWN OF ELBA (SEAL)

Andrew J. Wormuth, Supervisor

TOWN OF OAKFIELD (SEAL)

Carol L. Glor, Supervisor

TOWN OF STAFFORD (SEAL)

Robert S. Clement, Supervisor

State of New York }
County of Genesee }ss.

On this _____ day of _____, 2015, 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 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 }

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County of Genesee}ss.

On this _____ day of _____, 2015, before me, the undersigned, personally appeared Andrew J. Wormuth, 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 this _____ day of _____, 2015, before me, the undersigned, personally appeared Carol L. Glor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York}
County of Genesee}ss.

On this _____ day of _____, 2015, 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 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

AMENDED
INTERMUNICIPAL AGREEMENT FOR THE OWNERSHIP,
ENGINEERING, DESIGN, CONSTRUCTION AND FINANCING FOR
THE TOWNLINE WATER PROJECT

THIS INTERMUNICIPAL AGREEMENT, made the _____ day of _____, 2015, by

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and among the **TOWN OF BATAVIA**, a Municipal Corporation of the State of New York, with offices located at 3833 West Main Street Road, Batavia New York 14020, (hereinafter “Batavia”); the **TOWN OF ELBA**, a Municipal Corporation of the State of New York, with offices located at Maple Avenue, Elba, New York 14058, (hereinafter “Elba”); the **TOWN OF OAKFIELD**, a Municipal Corporation of the State of New York, with offices located at 3219 Drake Street, Oakfield, New York 14125, (hereinafter “Oakfield”); and the **TOWN OF STAFFORD**, with offices located at 8903 Route 237, Stafford, New York 14143, (hereinafter “Stafford”); (hereinafter referred to collectively as the “Towns”).

WITNESSETH:

WHEREAS, the four Towns intend to construct, operate and maintain a joint water distribution system referred to as the Townline Water Project, (hereinafter “Project”), and

WHEREAS, this Project will consist of the construction of approximately 104,700 linear feet of new 8 inch and 12 inch diameter water main, together with all related hydrants, valves, apparatus, conduits, pipes, casings, meters and manholes; to also include all interests in real property of any kind or nature to the extent assignable; to be installed along portions of the Batavia-Oakfield Townline Road, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and the Batavia-Stafford Townline Road, (hereinafter referred to collectively as the “Joint Facilities”), and

WHEREAS, Batavia, in furtherance of this Project, has formed and established the Batavia North Water District, (hereafter “Batavia North”), and

WHEREAS, Elba, in furtherance of this Project, has formed and established Water District No. 1, (hereafter “Elba 1”), and

WHEREAS, Oakfield, in furtherance of this Project, has formed and established Water District No. 6, (hereafter “Oakfield 6”), and

WHEREAS, Stafford, in furtherance of this Project, intends to form and establish Water District No. 10, (hereafter “Stafford 10”), and

WHEREAS, the Facilities will be constructed and financed as set forth in the documents, entitled “Map, Plan and Report for the Town of Batavia: Batavia North Water District, Town of Elba: Water District No. 1, Town of Oakfield: Water District No. 6 Known as Townline Water Project”; as well as a “Map, Plan and Report for the Town of Stafford Water District No. 10 in Conjunction with the Townline Water Project”, (hereinafter “MPR1” and “MPR2”, respectively, or “MPRs” collectively), and

WHEREAS, it was originally intended that all four Towns would simultaneously own a percentage of the entire Joint Facilities, and

WHEREAS, the Monroe County Water Authority, (hereinafter “MCWA”), by agreement does provide exclusive retail water service; as well as all operation and maintenance services for all past,

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present and future water facilities located within the Town of Stafford, and

WHEREAS, it was initially intended that Batavia would provide all operation and maintenance services to the entire Joint Facilities located within all four Towns, and

WHEREAS, the MCWA has agreed to allow Batavia to perform these operation and maintenance services to the facilities located in the Town of Stafford in Stafford 10; subject to the condition that MCWA retains its right to re-assert providing operation and maintenance services to Stafford 10, in the event that these facilities are used to provide water service to any other portion of the Town of Stafford, and

WHEREAS, in order to accommodate the position of the MCWA, it is necessary that Stafford retains ownership of the portion of the Joint Facilities located on Fotch Road within its Town, and

WHEREAS, it is now intended that the three Towns of Elba, Oakfield and Batavia shall jointly own the Facilities located within these three Towns, in the percentages as set forth herein, and

WHEREAS, Batavia, Elba, Oakfield and Stafford intend to simultaneously, with the execution of this Amended Agreement, execute an “Amended Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project”, in which Batavia will undertake the responsibility for operating and maintaining the entire Joint Facilities in all four Towns, and

WHEREAS, the number of Units set forth in the figures within Paragraphs 3, 5, 7, 8(D) and 10 in the original “Intermunicipal Agreement for the Ownership, Engineering, Design, Construction and Financing for the Townline Water Project” did not include the equivalent Farm Units for the Towns of Batavia and Elba, and these figures are being corrected herein.

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

42. The Towns do hereby individually and collectively ratify the information and documentation contained within all of both MPRs, which are incorporated and made a part hereof by reference. A copy of these Map, Plan and Reports are annexed hereto, without the Appendices referred to therein, as **EXHIBIT A** and **EXHIBIT B**, respectively.

43. The four respective Water Districts will be formed as set forth in the two MPRs on a per unit benefit basis, (hereinafter “Unit”).

44. Initially, Batavia North will consist of 186.5 Units (142.0 Units + 44.5 Farm Units); Elba 1 will consist of 105.6 Units (84.0 Units + 21.6 Farm Units); Stafford 10 will consist of 9.0 Units; and Oakfield 6 will consist of 75.0 Units. (As used herein, the word “will” is to be given exclusively mandatory effect.)

45. Batavia, Elba and Oakfield will own a percentage of the Joint Facilities located within these three Towns, which will not change throughout the term of this Amended Agreement.

46. Batavia will own 51% of the portion of the Joint Facilities located within Batavia, Elba and Oakfield; Elba will own 29%; and Oakfield will own 20%. These percentages were determined by

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dividing the initial respective Units in these three Towns, [Batavia (186.5); Elba (105.6); Oakfield (75.0), by the initial total number of Units (376.1) within these three Towns.

47. Stafford will own all of the portion of the Joint Facilities located within the Town of Stafford located on Fotch Road, and the other three Towns will not own any percentage thereof.

48. As set forth in both MPRs, each Town will finance its share of the Project capital costs in accordance with its proportionate share of respective ownership of the entire Joint Facilities, by separately incurring debt service and paying for the same as set forth herein. Within thirty (30) days of the closing of any bonding or other financing by each respective Town, all proceeds from the same will be transferred to the Manager to be used for the purposes as set forth herein.

49. The loan and debt service incurred by each respective Town will be calculated by dividing the total Project costs (\$6,115,230.00) by the total Units in the Project (376.1), which equals \$16,259.59, and then multiplying that number by the respective number of Units in each Town; resulting in the following amounts:

- A. Batavia: \$3,032,413 (\$16,259.59 x 186.5 Units)
- B. Elba: \$1,717,012 (\$16,259.59 x 105.6 Units)
- C. Oakfield: \$1,219,469 (\$16,259.59 x 75.0 Units)
- D. Stafford: \$146,336 (\$16,259.59 x 9.0 Units)

50. The Town of Batavia is hereby designated as the Project Fiscal Manager, (hereinafter "Manager"). The Batavia Supervisor or his/her designee will act as the Chief Fiscal Officer, (hereinafter "Officer"). The Manager and the Officer will have the rights, duties and responsibilities as hereinafter set forth; together with such other conditions as may hereinafter be agreed upon by all four Towns in writing, executed by all four Supervisors with authority from each respective Town Board.

A. The Officer will collect all Project funds from each Town, prepare all banking transactions, prepare all necessary accounting and disburse all funds required to be paid to the Towns from the Manager.

B. On or before September 15th of each year, the Manager will provide written notification to each Town of the total amount to be collected from the respective customers within each Water District.

C. After each Town has completed its respective bonding process in order to have money available for the Project, the Manager will, no later than the 1st day of each month, send statements to each Town itemizing the respective amounts deducted from the Project Funds, for each Town's portion of the pre-construction and construction costs.

D. Within thirty (30) days of receipt of the payments from each respective Town for debt charge collection, the Manager will pay to each respective Town the amount due and payable for each Town's debt service payment. It is estimated that the initial annual debt service payment will be \$134,819.00 for Batavia; \$76,337.00 for Elba; \$6,506.00 for Stafford; and \$54,217.00 for Oakfield.

E. It is understood and agreed by all Parties that if one or more Towns adds or subtracts Water District Benefit Units, the payments to the Manager may be more than is needed for the Manager to reimburse such Town for its annual debt service. This situation is expected and needed in order to ensure that every customer of all four Towns are paying the same debt service Unit charge.

F. The Officer will deposit all monies received from the respective Towns into a segregated, joint activity account, which will be accounted for on an enterprise fund basis, to be designated as the "Townline Water Project Joint Fund", (or words to that effect), to be maintained jointly by the

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Towns and administered by the Town of Batavia as Manager, in a bank or trust company authorized by law to receive deposits of funds on behalf of the respective Towns.

G. No expenditures will be made from any of the joint Project accounts, except after a review according to normal adopted auditing and payment procedures of Batavia; as well as in accordance with the provisions of Section 119-o of the General Municipal Law of the State of New York.

H. The Manager, or the Officer on his/her behalf, will provide monthly reports to all of the Towns regarding the Townline Water Project Joint Fund activities during construction of the system; and will provide annual reports thereafter.

I. The Manager, or the Officer on his/her behalf, will receive all payments from the Towns of Batavia and Elba that are paid respectively to the Towns, as special contractual assessments, pursuant to four respective "Water District Farm Agreements", respectively, with (1) John E. Torrey, Mark W. Torrey, Maureen J. Torrey, Partners, John E., Mark W. and Maureen J. Torrey Partnership; (2) Oakfield Alabama Realty, LLC; (3) Offhaus Farms, Inc; and (4) John and Daniel Post (hereinafter referred to collectively as the "Farm Agreements"). These monies will be deposited into the aforesaid joint activity accounts and disbursed with the other funds collected by the Manager.

J. The Officer will reimburse each Town for Project costs and expenses incurred before the date of this Amended Agreement, as per Paragraph 20 herein.

51. Each Town will add to the tax bills of the respective customers within their respective Water Districts the charges as required herein and as required pursuant to all other Agreements related to the Project, and on or before March 30th of each calendar year, will remit to the Manager all funds due from each respective Town as determined by Sections 11 and 12 herein. Any deficits in the amounts collected as compared to the amounts due because of non-payment of tax bills, or otherwise, will be paid in full by such Town(s) to the Manager, with said Town(s) to be solely responsible for collection of arrears.

52. The annual Unit debt charge will always be the same for all four Towns and will be calculated by dividing the total annual debt, after subtracting the Farmer Contributions, (initially \$271,879.00; although this figure may be decreased as set forth in the Farm Agreements) by the total number of Units in all four Town Water Districts. Initially, the total Units will be 376.1 and the estimated annual per Unit debt charge, assuming a loan amount at 3% for 38 years, will be approximately \$723.00 ($\$271,879.00 \div 376.1 \text{ Units} = \723.00).

53. On or before August 10th of each year, the Assessor for each respective Town will provide to the Manager or the Officer the number of Units to be used for the annual debt service allocation for the following tax year.

54. The books and records for the Townline Water Project will be maintained by the Officer on behalf of the Town of Batavia's Manager, in accordance with the standards applicable to Towns in the State of New York, and they will be audited annually within one hundred eighty (180) days following the end of each fiscal year by an independent Certified Public Accountant or accounting firm customarily used by Batavia or which is agreed upon by all four Parties. The auditor will submit a copy of the audit report to the Manager and to all four Parties for information and for use in future discussions concerning the Project.

55. The Officer will submit the audit report to the New York State Department of Audit and Control. To the extent permitted by the New York State Department of Audit and Control, the Officer will submit the audit report separately from those submitted for the operations of the Town of Batavia.

56. The cost of the annual audit will be included and paid for as a separate line item as part of the operation and maintenance budget of the Project.

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57. Batavia will either use its own employees or will contract for all necessary services for the bidding process, engineering, design, construction and inspection of the Joint Facilities within all three Districts; with the exception that each Town will separately employ and contract for its respective bond counsel, fiscal advisors and/or attorneys.

58. With the exception of the three areas set forth above in Paragraph 16, Batavia will act and is hereby designated by each Town as the sole agent for the Project, with authority to act as the contracting agency and to approve all necessary permitting documents; including, but not limited to, Notice of Awards, Agreements, Notice to Proceed, Contractor Pay Request, Change Orders, and all close out documents.

59. With the exception of the three areas set forth in Paragraph 16, the Parties hereby authorize the Town of Batavia to execute all documents necessary to complete the Townline Water Project.

60. Each Party will pay its respective percentage based upon its respective "Project Ownership Interest", for all past, present and future costs and expenses of any kind and nature related to the planning, development and construction of the Project, until the date of the completion of all of the Joint Facilities. Even though Stafford will own all of the facilities located within Stafford located on Fotch Road, for the purpose of dividing payment of the respective costs, the "Project Ownership Interest" shall be calculated by dividing the respective Units in each of the four Towns by the total Units in the entire Project, including the Farm Units, as follows:

- A. Batavia: $186.5 \div 376.1 = 50\%$
- B. Elba: $105.6 \div 376.1 = 28\%$
- C. Oakfield: $75.0 \div 376.1 = 20\%$
- E. Stafford: $9.0 \div 376.1 = 2\%$

61. It is hereby acknowledged that prior to the date of the execution of this Amended Agreement, all four of the Towns have incurred costs and expenses and made disbursements that are directly related to the Project. All four Towns are also responsible to pay its respective Project Ownership Interest, as per Paragraph 19 herein, of all of these costs and expenses. Payment will be made by submittal from each Town to the Manager, of appropriate documentation that will establish to the satisfaction of an auditor prior payment of these expenses. The Manager will review these submittals for accuracy, then calculate the total due from each of the other three Towns, and will pay the required sums to reimburse each Claimant Town, minus the Claimant's Project Ownership Interest percentage. (By way of example, if Elba had incurred a prior expense of \$100.00, it would owe \$28.00 (28.0%), and the Manager would pay \$72.00 to Elba for its reimbursement.)

62. Each Town will allow the extension of water main per the design plans, to be located as needed, within each respective Town.

63. Each Town will secure any and all easements necessary for construction and will conduct any and all proceedings necessary to permit construction, including, but not limited to, an action for eminent domain.

64. The four Supervisors of each Town will form a Joint Project Committee, (hereinafter "JPC"). The JPC will be subject to the rules, and have the powers and duties as enumerated below:

- A. All four Members will have equal voting powers.
- B. It will take four (4) affirmative votes to have any action or recommendation approved by the JPC Members.

- C. Each Supervisor will serve as a Member of the JPC, until his or her successor Supervisor has been duly elected or appointed and has qualified to hold such office.

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D. In the event that any Supervisor is not able to attend a meeting, then the Deputy Supervisor will automatically be empowered to attend on behalf of the Supervisor. In the event that neither the Supervisor nor Deputy Supervisor of a Town is able to attend a meeting, then in such event, the Supervisor will appoint a Member of his or her Town Board to act on his or her behalf.

E. A quorum will consist of a Member on behalf of all four Towns being present for each and every meeting.

F. The JPC will meet at least one time each year and such other times as mutually agreed upon by all four Town Supervisors.

G. In 2014, the Batavia Supervisor will act as Chairperson of the JPC and the Elba Supervisor will act as the Secretary. In 2015, the Secretary (Elba Supervisor) will automatically become the Chairperson and the Oakfield Supervisor will be the Secretary. In 2016, the Oakfield Supervisor will become Chairperson and the Stafford Supervisor will become the Secretary. In 2017, the Stafford Supervisor will become Chairperson and the Batavia Supervisor will become the Secretary. This rotation, in the order herein, will continue in each of the succeeding years during the term of this Amended Agreement.

H. The Chairperson will conduct the meetings of the JPC.

I. The Secretary will provide meeting notices, recording and distributing Minutes of the meetings, and other administrative duties, as necessary.

J. Each Member will have the right to present items for discussion as submitted to the Secretary as an item for the Agenda prior to the meeting and/or during the meeting itself.

K. Notwithstanding any other terms and conditions in this Amended Agreement to the contrary, the JPC will have the sole right and authority for all four Towns to make any and all decisions regarding any opportunities to restructure, refund or recast any portion and/or all of the debt financing for the Townline Water Project. The four respective Town Boards will adopt all Resolutions and take all other actions necessary to implement the decisions of the JPC made pursuant to the authority set forth in this Subparagraph.

L. The JPC will have the authority to make recommendations to the four Town Boards and/or to the Manager and/or to the Officer.

M. All meetings and any other conduct of the JPC will be subject to and governed by the requirements set forth in Articles 6 and 7 of the New York State Public Officers Law; known respectively as the Freedom of Information Law and the Open Meetings Law; as well as any amendments thereto.

65. Other than the aforementioned "Amended Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project", hereby replacing the "Intermunicipal Agreement for Operation and Maintenance of Water Facilities for the Townline Water Project", there are no other Agreements or understandings, either oral or written, by and among the Parties effecting this Amended Agreement. No changes, addition or deletions of any portions of this Amended Agreement will be valid or binding upon the Parties hereto, unless the same is approved in writing by the Parties.

66. This Amended Agreement may not be assigned by any Party, in whole or in part, without the prior written consent of all four of the Parties.

67. This Amended Agreement will be binding upon and will inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

68. This Amended Agreement and any transactions by and among the Parties hereunder will be governed by, construed and interpreted in accordance with the Laws of New York.

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69. The Parties will execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Amended Agreement.

70. No waiver of compliance with any provision or condition of this Amended Agreement, and no consent provided for herein, will be effective, unless evidenced by instrument in writing, duly executed by the Parties sought to be charged therewith.

71. No failure on the part of any Party to exercise and/or any delay in exercising any of its rights hereunder, will operate as a waiver thereof, nor will any single or partial exercise by any Party of any right preclude any other or future exercise thereof or the exercise of any other right.

72. All the rights and duties of the Parties created by this Amended Agreement will survive with respect to the services performed prior to such terminations.

73. This Amended Agreement may be executed in several counterparts, each of which will be an original and all which will constitute the same instrument herein.

74. The term of this Amended Agreement will be for a period of forty (40) years, with the following provisions:

C. This Amended Agreement may be terminated or extended upon a written instrument executed by all four Parties herein.

D. This Amended Agreement will terminate on the effective date of any contract with any entity assuming operation of the Town of Batavia Water Supply System.

E.

IN WITNESS WHEREOF the Parties have last signed this Amended Agreement the day and year first written above.

TOWN OF BATAVIA (SEAL)

Gregory H. Post, Supervisor

TOWN OF ELBA (SEAL)

Andrew J. Wormuth, Supervisor

TOWN OF OAKFIELD (SEAL)

Carol L. Glor, Supervisor

TOWN OF STAFFORD (SEAL)

Robert S. Clement, Supervisor

State of New York }
County of Genesee }ss.

OCTOBER 21, 2015
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On this _____ day of _____, 2015, 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 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 this _____ day of _____, 2015, before me, the undersigned, personally appeared Andrew J. Wormuth, 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 this _____ day of _____, 2015, before me, the undersigned, personally appeared Carol L. Glor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York }
County of Genesee }ss.

On this _____ day of _____, 2015, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

RESOLUTION NO. 197:

Supervisor Post offered the following:

AUTOCAD SUBSCRIPTION RENEWAL

RESOLVED, the Batavia Town Board hereby authorizes the Autodesk AutoCAD LT 2016, Civil 3D 2016, and Infrastructure Design Suite Premium 2016 renewal subscriptions for the Engineering department at a cost of \$1,217.39.

Second by: Councilman Lang

Ayes: Post, Lang, Underhill, Michalak, Zambito

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 198:

Councilwoman Michalak offered the following:

PURCHASE PICKUP TRUCK SNOW PLOW

WHEREAS, the 2015 Town Budget reflects appropriations to purchase a new 2015 pickup truck snow plow for the Highway Departments; and

WHEREAS, the Town solicited bids for the snow plow. Two bids were received and opened at 10:00 AM on October 7, 2015. The low bidder was Unicell Body Company at a cost of \$4,600.00 (see bid summary memo attached).

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the purchase a new 2015 pickup truck snow plow from Unicell Body Company at a cost of \$4,600.00; and be it further

RESOLVED, an expenditure of \$4,600.00 will be appropriated from DA5130.200-highway equipment.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 199:

Councilman Zambito offered the following:

HISTORICAL FRAMING GIFT

RESOLVED, the Batavia Town Board hereby accepts the \$200.00 gift received from a Town

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Council Member, retroactive as of September 9, 2015, for the framing of the historical election districts map done by LC Mosman Co., Inc.

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

RESOLUTION NO. 200:

Councilman Lang offered the following:

**APPROVAL OF CHANGE ORDER 2015-02
OPERATION & MAINTENANCE- TOWN OF BATAVIA
LANDFILL SUPERFUND SITE**

WHEREAS, Arcadis is under contract with the Town of Batavia and the City of Batavia to provide Engineering Services at the Town of Batavia Landfill Superfund Site; and

WHEREAS, by agreement the Town of Batavia and City of Batavia are requested to fund the Operation and Maintenance activities at the Site; and

WHEREAS, Arcadis has submitted a letter detailing the scope of work and additional cost estimate for engineering services to be provided for the Operation and Maintenance at the Site (attached); and

WHEREAS, the cost for the service is estimated at two thousand dollars (\$2,000), seventy-five percent (75%) to be incurred by the City of Batavia and twenty-five percent (25%) to the Town; and

NOW, THEREFORE, BE IT

RESOLVED the Town of Batavia hereby authorizes the Supervisor to execute the Change Order #2015-02, a copy of which is annexed hereto and made a part of the minutes, for the aforementioned Engineering Services to be performed by Arcadis, at the Town of Batavia Landfill Superfund Site.

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

RESOLUTION NO. 201:

Deputy Supervisor Underhill offered the following:

**RESOLUTION INCREASING BUDGETARY LINE ITEMS
INSURANCE RECOVERY FUNDS**

RESOLVED, the Batavia Town Board hereby authorizes the following budget line item

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increases to account for insurance recovery funds- incident March 3, 2015 and incident September 21, 2015:

Revenue Line Item:		Expenditure Line Item:	
SW2680	\$ 705.82	SW8340.400	\$ 705.82

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

RESOLUTION NO. 202:

Supervisor Post offered the following:

**RESOLUTION TO APPROVE A SECOND AMENDED
JOINT ASSESSMENT SERVICES AGREEMENT WITH THE
TOWN OF LEROY AND PAVILION**

WHEREAS, the Town of LeRoy, (hereinafter “LeRoy”), the Town of Pavilion, (hereinafter “Pavilion”) and the Town of Batavia, (hereinafter “Batavia”), entered into a contract entitled “Towns of Batavia, LeRoy, and Pavilion Joint Assessment Services Agreement”, dated January 23, 2014, and

WHEREAS, all three Towns desire to continue this relationship, allowing Batavia to provide assessment services to LeRoy and Pavilion, and

WHEREAS, Batavia has determined that it continues to have the ability to provide these services by continuing to make available part-time personnel to assist the Batavia Town Assessor, and

WHEREAS, the Batavia Town Assessor and any other personnel employed by Batavia will be and will continue to be during the term of this Agreement fully qualified as required by law to provide assessment services.

WHEREAS, the Town of Batavia and the other two Towns have already continued the process to implement the expected terms and conditions of the second amended Agreement, and the Towns wish to enter into the Agreement retroactively.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that a proposed “Second Amended Towns of Batavia, LeRoy and Pavilion Joint Assessment Services Agreement”, a copy of which shall be annexed hereto and made part of the Town Board Minutes, is hereby approved and the Town Supervisor is authorized and directed to sign this Agreement on behalf of the Town of Batavia; and; be it further

RESOLVED that the effective date of this Agreement shall be retroactively to the date of October 18, 2015, and the Town Board does hereby ratify any and all acts, conduct or activities on behalf of the Town of Batavia already completed, in contemplation of implementing this Agreement,

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and be it further

RESOLVED that the Town Supervisor is hereby authorized and directed to use Town funds for compensation and expenses necessary to implement this Agreement, not to exceed the total sum of \$47,960.00, which is the amount to be paid by the Town of LeRoy to the Town of Batavia, pursuant to this Agreement, with a contribution from the Town of Pavilion to be remitted to the Town of LeRoy.

Second by: Councilman Lang

Ayes: Post, Lang, Underhill, Michalak, Zambito

APPROVED by unanimous vote (5-0)

SECOND AMENDED
TOWNS OF BATAVIA, LEROY AND PAVILION
JOINT ASSESSMENT SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 201__, by and between 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”); the **TOWN OF LEROY**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 48 Main Street, LeRoy, New York 14482, (hereinafter referred to as “LeRoy”); and the **TOWN OF PAVILION**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 1 Woodrow Drive, Pavilion, New York 14525, (hereinafter referred to as “Pavilion”).

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the three Towns are authorized to enter into an inter-municipal cooperative agreement for the provision of tax assessment services, and

WHEREAS, Batavia currently is employing an Assessor fully qualified to provide all assessment services as required by law, and

WHEREAS, Batavia intends to continue to maintain the position of Assessor and to provide any support staff necessary to assist her/him to perform assessment duties in the Towns of Batavia, LeRoy and Pavilion.

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

1. Batavia agrees to provide assessment services to both LeRoy and Pavilion, and shall provide qualified individuals to perform said duties outlined herein. The person appointed as Assessor must satisfy the minimum qualification standards for real property assessors established by the State Board of Real Property Services.

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2. The Assessor provided by Batavia shall be responsible for assessing all parcels of real property located in Batavia, LeRoy and Pavilion for the purposes of taxation and special ad valorem levies for town, county, special district and school district. The Assessor shall also oversee all other duties as required for assessors by the Real Property Tax Law and the rules of the State Board of Real Property Services. All real property shall be assessed at the same uniform percentage of market value in all of the assessing units participating in the Agreement throughout the term of the Agreement. Such percentage of market value shall be annually printed on the tentative assessment rolls for the participating assessing units.

3. The dates applicable to the assessment process in each municipality, including taxable status date, and the dates for the filing of the tentative and final assessment rolls, shall be the same.

4. The Assessor personally and/or by employees under his/her direction shall be present for office hours in the LeRoy Town Hall for a total of 22 hours per week; as well as in the Pavilion Town Hall for a total of 4 hours per week. The dates and times of these office hours shall be mutually agreed upon by and between the Town of Batavia and the Towns of LeRoy and Pavilion, respectively.

5. The Assessor and any support staff shall for all purposes be deemed employees of Batavia. The Assessor and any support staff shall not in any way be construed as employees of either LeRoy or Pavilion. Batavia shall pay the salary and make employer's contributions for retirement, social security, health insurance, worker's compensation, unemployment and other similar benefits for the Assessor, as well as for any other individuals employed by Batavia to fulfill the terms and conditions of this Agreement as support staff.

6. Batavia shall indemnify and hold LeRoy and Pavilion harmless from any claims made against LeRoy and Pavilion by the Assessor, or any third party, arising out of any acts of misfeasance, malfeasance, or non-feasance by the Assessor and/or any support staff in the performance of his/her duties while working for Batavia, including costs of settling any action and reasonable attorney's fees for defense. LeRoy and Pavilion shall indemnify and hold Batavia harmless from any claims made against Batavia by the Assessor, or any third party, arising out of any acts of misfeasance, malfeasance, or non-feasance by the Assessor and/or any support staff in the performance of his/her duties while working for LeRoy or Pavilion, respectively, including costs of settling any action and reasonable attorney's fees for defense. Each party will provide the others with timely notice of any claims and shall fully cooperate with each other to defend the same.

7. Batavia shall pay all costs and expenses relating to defending any assessment challenge brought in its jurisdiction and LeRoy and Pavilion shall each pay all costs and expenses related to defending any assessment challenge brought in its respective jurisdictions.

8. The terms and conditions of this Agreement shall be effective on October 18, 2015, and shall end on October 17, 2016. In order to allow all three municipalities to make alternative arrangements for assessment duties, if necessary, the rights and duties of all parties shall not extend beyond the termination date, unless on or before August 17, 2016, Batavia, LeRoy and Pavilion enter

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into an additional Agreement to renew or extend this contractual arrangement upon mutually agreed upon terms and conditions.

9. It is agreed that the effective date of this Agreement shall be retroactive to October 18, 2015, and all acts and conduct by, and on behalf of, any of the three parties from October 18, 2015, until the complete execution of this Agreement, are hereby deemed to be pursuant to the terms and conditions herein, and are hereby ratified by the three Towns.

10. In consideration and for compensation for the services set forth herein, LeRoy shall pay to Batavia the total sum of \$47,960.00 for this Agreement. This sum shall be paid in two installments of \$23,980.00 on or before March 1, 2016, and \$23,980.00 on or before September 1, 2016. Pavilion will pay to LeRoy the total sum of \$8,665.00 for this Agreement to be paid in two installments of \$4,332.50 on or before March 1, 2016, and \$4,332.50 on or before September 1, 2016.

11. In the event that the current Town of Batavia Assessor shall resign or otherwise is no longer able to provide assessment services to Batavia, then LeRoy and Pavilion, at their sole option and discretion, may terminate this Agreement with at least ninety (90) days prior written notice to Batavia and thereafter, this Agreement shall be null and void.

12. There are no other agreements or understandings, either oral or written, by and among 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 parties have hereunto set their hands and seals the day and year first above written.

TOWN OF BATAVIA

By: Gregory H. Post, Town Supervisor

TOWN OF LEROY

By: Stephen R. Barbeau, Town Supervisor

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TOWN OF PAVILION

By: Theron E. Howard, Town Supervisor

State of New York }
County of Genesee }ss.

On this _____ day of _____, 201__, 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

State of New York }
County of Genesee }ss.

On this _____ day of _____, 201__, before me, the undersigned, personally appeared Stephen R. Barbeau, 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 _____, 201__, before me, the undersigned, personally appeared Theron E. Howard, personally known to me or proved to me on the basis of satisfactory

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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. 203:

Councilwoman Michalak offered the following:

RESOLUTION TO APPROVE WATER EASEMENT

WHEREAS, the Town of Batavia has or will be installing water lines and appurtenances with regard to the Pratt Road Water District, and

WHEREAS, it will be necessary to obtain a Permanent Easement to construct a water main, operate, maintain and make repairs in connection therewith, as part of this Project, upon property owned by James E. Susat, (hereinafter referred to as the “Owner”), and

WHEREAS, the Owner’s parcel of land is situated in the Town of Batavia, being designated with Tax Map Nos. 6.-1-62.1, (hereinafter referred to as the “Property”), and

WHEREAS, the Owner of the Property has or will sign a Water Easement to the Town of Batavia.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that a certain Water Easement granted by the Owner of the Property, as set forth herein, running to the Town of Batavia is hereby approved and accepted, and a copy of the proposed Water Easement is hereby made a part of this Resolution by reference and shall be made part of the Town Board Minutes, and the Supervisor is hereby authorized to execute on behalf of the Town of Batavia any documents necessary to record the Easement.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 204:

Councilman Zambito offered the following:

PDM ENGINEERS AGREEMENT
BETWEEN
PDM ENGINEERS AND THE TOWN OF BATAVIA

WHEREAS, the Town of Batavia was under contract with Backflow Prevention Consultants for

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the Cross Connection Control Program Management; and

WHEREAS, Backflow Prevention Consultants is unable to continue providing this service to the Town of Batavia; and

WHEREAS, the Town Engineer solicited PDM Engineers, a local engineering firm, to replace Backflow Prevention Consultants; and

WHEREAS, the Town Engineer recommends not requesting proposals from any other firm and recommends retaining PDM Engineers based on their qualifications, experience, cost, availability and familiarity with the Town's backflow design and management process.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Batavia, New York, that the proposed Backflow Services Agreement between PDM Engineers and the Town of Batavia, a copy of which is annexed hereto and made part of the Town Board Minutes, is hereby approved and the Town Supervisor is authorized and directed to sign this Agreement on behalf of the Town of Batavia.

Second by: Councilwoman Michalak

Ayes: Zambito, Michalak, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

AGREEMENT BETWEEN
PDM ENGINEERS
AND
TOWN OF BATAVIA

The above parties hereby enter into this agreement, where,

PDM Engineers shall provide:

1. Design of backflow prevention device containment systems for Town of Batavia.
2. Support services for the Town of Batavia's Cross Connection Control Program.
3. Additional assistance to the Town Engineer and Water/Waste Water Department on an as needed basis.

The Town of Batavia shall:

1. Oversee these services, under the direction and authority of the Town Engineer, as being the Professional Engineer (P.E.) in charge.
2. Pay for the services at the compensation rate of \$80.00 per hour. The scope of work may be periodically adjusted as mutually agreed. Work completed is to be billed and paid monthly,

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together with approved, additional charges and reimbursable expenses, i.e.: reproduction costs, supplies, replacement equipment, certifications, mileage and mailings.

PDM Engineers shall maintain adequate insurance as determined by the Town. The term of this agreement shall be in force until December 31, 2016 unless terminated by either party upon thirty (30) days written notification thereof.

Signed,

Gregory H. Post, Town Supervisor

Dated

Paul D. McCarthy, P.E., PDM
Dated

RESOLUTION NO. 205:

Councilman Lang offered the following:

RESOLUTION TO APPROVE PERMANENT EASEMENT
FOR HAVEN LANE TURNAROUND

WHEREAS, the Town of Batavia needs to install a turnaround at the end of Haven Lane, to be used for the Town's plowing operations, as well as by Town trucks and other large public vehicles, such as trucks and school buses, (hereinafter "Project"), and

WHEREAS, it will be necessary to obtain a Permanent Easement to construct this Project and to operate, maintain and make repairs in connection therewith, as part of this Project, upon property owned by Justin P. Hill and Candy L. Hill, (hereinafter referred to as the "Owners"), and

WHEREAS, the Owner's parcel of land is situated in the Town of Batavia, being designated with Tax Map Nos. 13.12-1-19.1, (hereinafter referred to as the "Property"), and

WHEREAS, the Owners of the Property have or will sign a Permanent Easement to the Town of Batavia.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that a certain Permanent Easement granted by the Owners of the Property, as set forth herein, running to the Town of Batavia is hereby approved and accepted, and a copy of the proposed Permanent Easement is hereby made a part of this Resolution by reference and shall be made part of the Town Board Minutes, and the Supervisor is hereby authorized to execute on behalf of the Town of Batavia any documents necessary to record the Permanent Easement.

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

PERMANENT EASEMENT

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

BETWEEN

Justin P. Hill and Candy L. Hill, 8782 Haven Lane Batavia NY 14020, hereinafter referred to as "Owners", and

TOWN OF BATAVIA, NEW YORK, a New York Municipal Corporation having offices located at 3833 West Main Street Road, Batavia, New York 14020, hereinafter referred to as "Town".

W I T N E S S E T H

WHEREAS, the parties of the first part are the owners of all that tract or parcel of land situated in the Town of Batavia, County of Genesee and State of New York, said lands being locally known as 8782 Haven Lane, Tax Map No. 13.12-1-19.1, in the Town of Batavia, New York and as conveyed to Owners by Deed recorded in the Genesee County Clerk's Office in Liber 894 of Deeds at Page 148 (the "Property"); and

WHEREAS, the Town seeks the permission of the Owners for an easement to install or have installed vehicle turn around and appurtenances over a portion of said premises and to maintain and make repairs in connection therewith.

NOW, THEREFORE, the Owners, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, and other good and lawful consideration paid by the Town, receipt of which is hereby acknowledged, does hereby grant and release unto the Town, its successors and assigns, a permanent and perpetual easement and right of way over property of the Owners generally described above and as set forth in the annexed map, dated 10/2015 (hereafter denoted as "Permanent Easement"):

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Owners do hereby grant to the Town a perpetual, non-exclusive easement over, across, under, through and upon that portion of the Property as described above and as set forth in the annexed map, (the "Permanent Easement"), for the purpose of installing, constructing, operating, repairing, maintaining, relocating, replacing, removing and/or changing the size of the vehicle turn around. The Permanent Easement is given together with the right of the Town to enter upon the Property over such drives, lanes, and ways as exist on the Property and are reasonably convenient to the Permanent Easement.

2. The Owners shall have the right to use the surface of the Permanent Easement provided that such use shall not interfere with, obstruct or endanger any of the rights herein granted, and further provided that no trees, shrubs, house or other structures shall be erected or ground surface grades changed within the permanent easement area without prior written consent of the Town.

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3. The easement and right of way granted herein is permanent and perpetual and shall for all purposes be construed as a covenant running with the land and shall be binding upon the heirs, distributees, successors and assigns of Owners.

4. Owners do hereby lawfully covenant with the Town that the Owners are lawfully seized and possessed of the real estate above described and that said Owners have a good and lawful right to convey it or any part of it to the Town.

5. In further consideration of said grant the Town shall, after the initial installation or subsequent maintenance of any of the turnaround, restore the area disturbed as nearly as practicable to the same condition as before said installation or maintenance work.

IN WITNESS WHEREOF, Owners have executed this instrument on this _____ day of _____, 20__.

Justin P. Hill

Candy L. Hill

State of New York)
County of Genesee) ss.

On this _____ day of _____, 20__, before me, the undersigned, personally appeared Justin P. Hill, 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 Candy L. Hill, 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. 206:

Deputy Supervisor Underhill offered the following:

SERGI CONSTRUCTION INCORPORATED

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**CONTRACT A (BASE BID A)
APPROVAL OF CHANGE ORDER NO. 1
TOWNLINE WATER PROJECT**

WHEREAS, Sergi Construction, Incorporated is under contract with the Town of Batavia for the construction of approximately 107,000 linear feet of 8 inch and 12 inch water main, valves, hydrants and appurtenances along various roads in the Towns of Batavia, Oakfield, Elba, and Stafford; and

WHEREAS, the project was separated into two bids – Base Bid A and Base Bid B; and

WHEREAS, Sergi was award Base Bid A contract, and

WHEREAS, additional work was added to and deleted from the project; and

WHEREAS, Sergi Construction, Incorporated has submitted a change order request for the requested revisions in the deduct amount of Ninety Three Thousand Three Hundred Thirty Three dollars (-\$93,333.00) as shown on the attached Change Order No.1; and

WHEREAS, Clark Patterson Lee and the Town Engineer have reviewed the change order request and recommend approval of the change order request.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia hereby approves Change Order No.1 and authorizes the Supervisor to execute the attached Change Order No.1 in the deduct amount of Ninety Three Thousand Three Hundred Thirty Three dollars (-\$93,333.00).

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 207:

Supervisor Post offered the following:

**VISONE CONSTRUCTION INCORPORATED
CONTRACT B (BASE BID B)
APPROVAL OF CHANGE ORDER NO. 1
TOWNLINE WATER PROJECT**

WHEREAS, Visone Construction, Incorporated is under contract with the Town of Batavia for the construction of approximately 107,000 linear feet of 8 inch and 12 inch water main, valves, hydrants and appurtenances along various roads in the Towns of Batavia, Oakfield, Elba, and Stafford; and

WHEREAS, the project was separated into two bids – Base Bid A and Base Bid B; and

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WHEREAS, Visone was award Base Bid B contract, and

WHEREAS, additional work was added to and deleted from the project; and

WHEREAS, Visone Construction, Incorporated has submitted a change order request for the requested revisions in the amount of Nineteen Thousand Seven hundred Eighty-Five dollars and Seventy- Four cents (\$19,785.74) as shown on the attached Change Order No.1; and

WHEREAS, Clark Patterson Lee and the Town Engineer have reviewed the change order request and recommend approval of the change order request.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia hereby approves Change Order No.1 and authorizes the Supervisor to execute the attached Change Order No.1 in the amount of Nineteen Thousand Seven hundred Eighty-Five dollars and Seventy- Four cents (\$19,785.74).

Second by: Councilman Lang

Ayes: Post, Lang, Underhill, Michalak, Zambito

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 208:

Councilwoman Michalak offered the following:

APPOINTMENT TO ASSESSMENT CLERK

WHEREAS, the Town of Batavia has entered into agreements with other municipalities and the Assessor has requested assistance in the assessment office to help carry out these services;

WHEREAS, applications were received and reviewed; and

WHEREAS, the Assessor has recommended hiring Kathy Dorman as an additional assessment clerk; and

WHEREAS, Ms. Dorman satisfies the requirements and qualifications of the position of assessment clerk

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the hiring of Kathy Dorman, as part-time assessment clerk at a salary of \$16.00 per hour, not to exceed 19 hours per week with a start date on or after October 22, 2015; and be it

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

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FURTHER RESOLVED, the expense will be expended from line item A1355.103; and be it

FURTHER RESOLVED, there is a six month probationary period for this position, at which time an evaluation of performance will be accessed for an increase in pay or dismissal of duties.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 209:

Councilman Zambito offered the following:

ASSESSOR AIDE

WHEREAS, Kenneth Pike was appointed to the position of Assessment Aide in October 2013; and

WHEREAS, with the Town of Batavia providing assessment services to other Townships, Mr. Pike's duties have increased, requiring additional hours.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby amends the Assessor Aide's hours from not to exceed 22 hours per week to not to exceed 26 hours per week; and be it

FURTHER RESOLVED, the expense will be expended from line item A1355.103.

Second by: Deputy Supervisor Underhill

Ayes: Zambito, Underhill, Michalak, Lang, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 210:

Councilman Lang offered the following:

**RESOLUTION TO AUTHORIZE PURCHASE OF
UPDATE TO SEI COURTROOM PROGRAM AND ANNUAL MAINTENANCE**

WHEREAS, the Town of Batavia Court Personnel have requested to update their currently used SEi CourtRoom Program with the scanning update module (request attached); and

WHEREAS, this will allow the court to be more organized and keep all case information at their fingertips for easy retrieval within the same program; and

WHEREAS, the cost of the scanning update is nine hundred ninety-five dollars (\$995.00) plus an annual license/maintenance fee of two hundred forty dollars (\$240.00); and

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WHEREAS, the Unified Court System Department of Technology has provided the court with a scanner at no cost to the Town; and

WHEREAS, the Court Personnel understand that this will not replace the current archival procedure that is in place; and

WHEREAS, they are aware that they must continue to prepare and transmit the court documents to the records management department for archiving.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the purchase of the SEi CourtRoom Program scanning update module at a cost of nine hundred ninety-five dollars (\$995.00) plus an annual license/maintenance fee of two hundred forty dollars (\$240.00); and be it further

RESOLVED, the expenditure will be appropriated from line items A1110.200, A1110.201, A1110.401, and A1110.402; and be it further

RESOLVED, this scanning will not replace the current archival procedure that is in place and the court personnel will continue to prepare and to transmit the court documents to the records management department for archiving.

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

RESOLUTION NO. 211:

Deputy Supervisor Underhill offered the following:

**PROFESSIONAL SERVICES AGREEMENT
FOR
WEST MAIN AND LEWISTON ROADS
PUMP STATION IMPROVEMENTS**

WHEREAS, West Main and Lewiston Road Pump Stations have been identified as requiring upgrades; and

WHEREAS, Clark Patterson Lee has submitted the attached proposal related to the design and procurement of the materials and equipment for these two stations in accordance with the Town Engineer's request for proposal; and

WHEREAS, the Town Engineer has reviewed the proposal submitted and recommends its acceptance.

NOW THEREFORE, BE IT RESOLVED, the Batavia Town Board hereby authorizes the

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Supervisor to execute the engineering services proposal/agreement, a copy of which is annexed hereto and made a part of the minutes, between the Town of Batavia and Clark Patterson Lee for services to be rendered in connection with the West Main and Lewiston Road Pump Stations.

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 212:

Supervisor Post offered the following:

RESOLUTION TO ACCEPT PROPOSAL FOR INSTALLATION OF GRINDER PUMP STATIONS FOR THE WEST MAIN SEWER PROJECT

WHEREAS, the Town of Batavia has determined that they will undertake the installation of grinder pump stations for those properties that require it, and

WHEREAS, the Town of Batavia received three proposals (attached) in response to requests for proposals on a per each installation basis for those properties that request service, and

WHEREAS, Clark Patterson Lee, the Town's consultant on the project and the Town Engineer have reviewed the proposals, and

WHEREAS, A.D. Call & Sons was the lowest proposal for each location with a range of costs from \$3,950.00 to \$5,400.00 (see attached list), and

WHEREAS, Clark Patterson Lee recommends acceptance of the proposal on a per each basis (when requested by property owners) and as determined by the Town Engineer.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board of the Town of Batavia, New York, hereby authorizes the Supervisor to execute on behalf of the Town an agreement with A.D. Call & Sons on a per each installation subject to providing necessary insurance and the review and approval of the necessary insurance and agreement(s) by the Town Attorney.

Second by: Councilman Lang

Ayes: Post, Lang, Underhill, Michalak, Zambito

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 213:

Councilwoman Michalak offered the following:

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**RESOLUTION AUTHORIZING APPLICATION FOR FUNDS FROM THE
2015-2016 JUSTICE COURT ASSISTANCE PROGRAM**

WHEREAS, the New York Office of Court Administration was accepting applications and accompanying paperwork for the 2015 -2016 Justice Court Assistance Program (JCAP) Grant until October 16, 2016; and

WHEREAS, the Court has prepared an application and would like to still submit it to the NYS Office of Court Administration; and

WHEREAS, a Town Board resolution is required to submit an application for the JCAP grant.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes Town Justices Michael Cleveland and/or Thomas Williams to file an application for funding from the New York State Office of Court Administration 2015 – 2016 Justice Court Assistance Program for equipment and/or office supplies for the court; and be it further

RESOLVED, the Supervisor is hereby authorized to execute any documents necessary to file the application with NYS Office of Court Administration.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 214:

Councilman Zambito offered the following:

RESOLUTION TO INTRODUCE PROPOSED LOCAL LAW No. 6 of 2015

AND TO SCHEDULE A PUBLIC HEARING

WHEREAS, the Town Board of the Town of Batavia, New York desires to consider adopting legislation to amend portions of the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York that proposed Local Law No. 6 of 2015 entitled “A Local Law to Amend the Town of Batavia Zoning Ordinance to Add Criteria for Solar Energy Systems”, which proposed Local Law is now in its final form as appears by a copy thereof hereto attached, be and the same hereby is introduced for adoption; and

BE IT FURTHER RESOLVED that said proposed Local Law be laid upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the office

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of the Town Clerk until November 18, 2015, and that a public hearing be held on the 18th day of November, 2015, at 7:20 p.m. at the Batavia Town Hall, 3833 West Main Street Road, Batavia, New York, on the advisability of enacting said proposed Local Law; and

BE IT FURTHER RESOLVED that a copy of said proposed Local Law be mailed to each member of the Town Board not in attendance at this meeting in a postpaid, properly addressed and securely closed envelope in a post box within the Town of Batavia, New York not less than (10) ten calendar days, exclusive of Sunday, prior to the date of said public hearing; and

BE IT FURTHER RESOLVED that the Town Clerk shall cause notice of said public hearing to be published once in The Daily News at least five (5) days prior to the date of said public hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office; and

BE IT FURTHER RESOLVED that this matter shall be referred to the Genesee County Planning Board and the Town of Batavia Planning Board for consideration.

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

RESOLUTION NO. 215:

Councilman Lang offered the following:

RESOLUTION TO DECLARE LEAD AGENCY

WHEREAS, the Town Board has introduced Local Law No. 6 of 2015, which proposes to make certain changes to the Zoning Ordinance of the Town of Batavia, and

WHEREAS, the Town Board is the only agency that will be either approving, funding or directly undertaking an action.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that it shall be declared the Lead Agency with regard to an environmental review pursuant to the State Environmental Quality Review Act, and it shall prepare a Short Environmental Assessment Form for this Unlisted Action, and

BE IT FURTHER RESOLVED that the Town Board shall take all other steps necessary to complete the environmental review assessment.

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

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RESOLUTION NO. 216:

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO AUTHORIZE PURCHASE OF
TABLET/GIS COMPUTER EQUIPMENT**

WHEREAS, the Water/Sewer Department is in need of a tablet/GIS computer for locating utilities and inputting water/sewer infrastructure GIS and asset management information; and

WHEREAS, the equipment must be compatible with our existing Trimble survey equipment, and

WHEREAS, the Engineering Department requested proposals from three vendors who are able to supply the specified equipment (Trimble Tablet and Range Pole Mounting Bracket) and received three proposals for the equipment (attached), and

WHEREAS, the lowest responsible quote which met the requirements was Keystone Precision Instruments at a cost of Six Thousand One Hundred Thirty-Eight dollars and no cents (\$6,138.00).

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the purchase of a tablet/GIS computer from Keystone Precision Instruments at a cost of Six Thousand One Hundred Thirty-Eight dollars and no cents (\$6,138.00), and be it further

RESOLVED, the expenditure will be appropriated from line items SS18120.200 (12.5%), SS28120.200 (12.5%), and SW8340.200 (75%).

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

ABSTRACT No. 10-2015: Motion Deputy Supervisor Underhill, second Councilman Lang to authorize the Supervisor to pay the following vouchers:

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General	\$54,112.22
Highway	27,085.30
Sewer No. 1	3,544.23
Sewer No. 2	7,013.16
Water	44,786.58
Townline Water	387,714.06
Pratt	4,300.00
Saile Sewer	1,987.20
W Main Sewer	936.65
Total	\$531,479.40

Check numbers 20307 - 20340, 20342 – 20368, 20370 – 20382, SM- 1033-1040, Online: \$7,203.22.
ACH: \$33615.15

Ayes: Underhill, Lang, Michalak, Zambito, Post

MOTION CARRIED by unanimous vote (5-0)

DEPARTMENT REPORTS:

Departments: The Supervisor stated that all the employees are engaged in the business of the Town and keeping very busy.

Supervisor's Report:

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

COMMUNICATIONS:

The Town Clerk reported on the following:

September Town Clerk monthly report collected a total of \$15,587.51, remitted \$5,797.26 to the Supervisor for the Local Share.

NYSDOT- Received a letter confirming receipt of the Town's petition to lowering the speed limit on Route 5 between Colonial Boulevard and Stegman Road. They are investigating it and will notify the Town when the study is complete.

ADJOURNMENT:

Motion Councilman Lang, second Councilwoman Michalak to adjourn the Regular Town Board Meeting at 7:58 P.M.

Ayes: Lang, Michalak, Zambito, Underhill, Post

MOTION CARRIED by unanimous vote (5-0)

Respectfully submitted,
Teresa M. Morasco
Town Clerk