

**DECEMBER 16, 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
Sharon White, Councilwoman Elect
Mike Pettinella, Buffalo News Reporter
Hiedi Librock, Secretary to the Supervisor
Matthew Mahaney, Code Enforcement Officer
Kathy Jasinski, Planning Board Chair
The Lang Family
Paul White
Sarah Sauka, Court Clerk and Family

The Supervisor called the meeting to order at 7:06 P.M.

The Supervisor called the Public Hearing on the Town of Batavia Fire Protection Contract to order at 7:07 P.M. Minutes of public hearing entered separately from Regular Town Board Minutes.

November 18, 2015 Public Hearing-Local Law 6 of 2015-Add Solar Systems to Zoning Code and November 18, 2015 Regular Town Board Meeting:

Motion Deputy Supervisor Underhill, second Councilwoman Michalak to approve the minutes as written.

Ayes: Underhill, Michalak, Zambito, Lang, Post

MOTION CARRIED by unanimous vote (5-0)

RESOLUTION NO. 234:

Councilman Lang offered the following:

**AUTHORIZING AGREEMENT FOR
FIRE PROTECTION SERVICES FOR FISCAL YEAR 2016**

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

WHEREAS, it is proposed that a Contract be entered into with the Town of Batavia Fire

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

Department, Inc. for the furnishing of fire protection in said District by said Town of Batavia Fire Department, Inc.; and

WHEREAS, due notice has been given of a Public Hearing held at the Town Hall of the Town of Batavia, New York on the 16th day of December, 2015, at 7:00 P.M. to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid and describing in general terms and proposed Contract; and

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

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

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

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

Second by: Councilman Zambito

Ayes: Lang, Zambito, Underhill, Michalak, Post

APPROVED by unanimous vote (5-0)

TOWN OF BATAVIA FIRE DEPARTMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2015, by and between the **TOWN OF BATAVIA, NEW YORK**, (hereinafter designated as "Town") and the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** of Batavia, New York, (hereinafter designated as "Fire Department").

WITNESSETH:

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

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

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

and

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

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

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

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

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

In addition, the Fire Department hereby covenants and agrees to indemnify and hold the Town harmless from any and all losses and damages which the Town may sustain, suffer or be required to pay by reason of any claims made against said Town for injury to persons or property, including wrongful

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

death, arising out of the performance of this agreement by the Fire Department to the extent that said losses and damages are not fully covered and paid by the insurance referred to herein.

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

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

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

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

7. A. The Town covenants and agrees to pay to the Fire Department in consideration for services to be performed pursuant to this Agreement the sum of Eight Hundred Thirty-Nine Thousand Thirty-Seven Dollars (\$839,037.00).

B. The sums as stated in section A of this paragraph to be due and payable on the 1st day of February, 2016, upon presentation to the Town of a duly verified voucher therefore.

8. The Town covenants to provide snowplowing services for the parking and driveway area to the Fire Hall owned by the Fire Department, as well as routine maintenance of said parking lot and driveway area, both only to the extent that the Superintendent of Highways of the Town determines that said services can be provided. The Fire Department agrees to provide all materials and supplies for said maintenance services; acknowledges that said routine maintenance services shall be provided only during normal

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

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

9. **On or before April 1, 2016**, the Fire Department will provide an independent, certified audit of the financial affairs of the Fire Department.

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

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

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

12. This Agreement shall become operative and effective from 12:01 a.m. January 1, 2016, and shall continue for a term of one (1) year which will expire at midnight on December 31, 2016.

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

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the day and year first above written.

TOWN BOARD OF THE TOWN OF BATAVIA

BY _____
GREGORY H. POST

(SEAL)

ATTEST:

TERESSA M. MORASCO, TOWN CLERK

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

TOWN OF BATAVIA FIRE DEPARTMENT, INC.

BY _____
JOHN FITZSIMMONS, PRESIDENT

(SEAL)

**STATE OF NEW YORK)
COUNTY OF GENESEE) ss:**

On the ____ day of _____, 2015, before me came GREGORY H. POST, to me known, who, being by me duly sworn, did depose and say that he resides at 8472 Seven Springs Road in the Town of Batavia, New York; and he is the Supervisor of the **TOWN OF BATAVIA, NEW YORK** the municipal corporation described in and who executed the foregoing Agreement; that he knows the seal of said Town; that it was affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

NOTARY PUBLIC

**STATE OF NEW YORK)
COUNTY OF GENESEE) ss:**

On the ____ day of _____, 2015, before me came John Fitzsimmons, to me known, who, being by me duly sworn, did depose and say that, he resides at 5009 East Main Street Road, Batavia, New York; and he is the President of the **TOWN OF BATAVIA FIRE DEPARTMENT, INC.** the corporation described in and which executed the foregoing Agreement; that he knows the seal of said Corporation; that it was affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

RESOLUTION NO. 235:

Deputy Supervisor Underhill offered the following:

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

WHEREAS, the Town of Batavia and the Town of Pembroke entered into a Code Enforcement Officer Agreement in February 2007; and

WHEREAS, the agreement addresses the need for each party to have its Codes enforced during

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

NOW, THEREFORE, BE IT

RESOLVED, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of Pembroke for Code Enforcement coverage, a copy of which is annexed hereto and made a part of the minutes; and be it

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

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

CODE ENFORCEMENT
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between the **Town of Pembroke**, a municipal corporation with offices at 1145 Main Road, Corfu, NY 14036 (“Pembroke”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

WHEREAS, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

WHEREAS, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

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

First: That Pembroke shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

Second: That Batavia shall appoint the Code Enforcement Officer of the Town of Pembroke as one of its Deputy Code Enforcement Officers.

Third: That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party’s Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party’s purposes with prior authorization.

Fourth: The rate shall include the hourly cost to the Town for the Code Enforcement Officer’s wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall not exceed such hourly costs.

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

Fifth: Each Town Supervisor shall notify the other Town Supervisor as soon as it becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

Sixth: Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

Seventh: This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect January 1, 2016 through December 31, 2017.

Eighth: This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

Ninth: All notices shall be sent to the respective Towns at their addresses as set forth above.

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

TOWN OF PEMBROKE

TOWN OF BATAVIA

Annie Lawrence, Supervisor

Gregory H. Post, Supervisor

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.

On the _____ day of _____, 201____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Annie Lawrence**, 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.

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory H. Post**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 236:

Supervisor Post offered the following:

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

WHEREAS, the Town of Batavia and the Town of LeRoy entered into a Code Enforcement Officer Agreement in December 2006; and

WHEREAS, the agreement addresses the need for each party to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

NOW, THEREFORE, BE IT

RESOLVED, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of LeRoy for Code Enforcement coverage, a copy of which is annexed hereto and made a part of the minutes; and be it

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

Second by: Councilman Lang

Ayes: Post, Lang, Underhill, Michalak, Zambito

APPROVED by unanimous vote (5-0)

CODE ENFORCEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **Town of LeRoy**, a municipal corporation with offices at 48 Main Street, LeRoy, NY 14482 (“LeRoy”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

WHEREAS, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

WHEREAS, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

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

First: That LeRoy shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

Second: That Batavia shall appoint the Code Enforcement Officer of the Town of LeRoy as one of its Deputy Code Enforcement Officers.

Third: That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party's Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party's purposes with prior authorization.

Fourth: The rate shall include the hourly cost to the Town for the Code Enforcement Officer's wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall not exceed such hourly costs.

Fifth: Each Town Supervisor shall notify the other Town Supervisor as soon as it becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

Sixth: Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

Seventh: This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect January 1, 2016 through December 31, 2017.

Eighth: This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

Ninth: All notices shall be sent to the respective Towns at their addresses as set forth above.

IN WITNESS WHEREOF, the Towns have caused this Agreement to be signed by the

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

Supervisors and the Town Seal attached on the date first set forth above.

TOWN OF LEROY

TOWN OF BATAVIA

Stephen Barbeau, Supervisor

Gregory H. Post, Supervisor

**STATE OF NEW YORK)
COUNTY OF GENESEE) SS.**

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Stephen 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**STATE OF NEW YORK)
COUNTY OF GENESEE) SS.**

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

Notary Public

RESOLUTION NO. 237:

Councilwoman Michalak offered the following:

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

WHEREAS, the Town of Batavia and the Town of Elba entered into a Code Enforcement Officer Agreement in August 2008; and

WHEREAS, the agreement addresses the need for each party to have its Codes enforced during

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

periods when its Enforcement Officers are unavailable due to illness, vacation and other absences.

NOW, THEREFORE, BE IT

RESOLVED, pursuant to Article 5-G of the General Municipal Law, the Batavia Town Board wishes to re-enter into an agreement between the Town of Batavia and the Town of Elba for Code Enforcement coverage, a copy of which is annexed hereto and made a part of the minutes; and be it

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

Second by: Councilman Lang

Ayes: Michalak, Lang, Underhill, Zambito, Post

APPROVED by unanimous vote (5-0)

CODE ENFORCEMENT
AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 201__ by and between the **Town of Elba**, a municipal corporation with offices at 7 Maple Avenue, Elba, New York 14058 (“Elba”), and the **Town of Batavia**, a municipal corporation with office at 3833 West Main Road, Batavia, NY 14020 (“Batavia”),

WHEREAS, both parties employ Code Enforcement Officers to enforce Zoning Code, Fire and Building Codes and other various codes and regulations, and

WHEREAS, each party has identified a need to have its Codes enforced during periods when its Enforcement Officers are unavailable due to illness, vacation and other absences,

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

First: That Elba shall appoint the Code Enforcement Officer of the Town of Batavia as its Deputy Code Enforcement Officer.

Second: That Batavia shall appoint the Code Enforcement Officer of the Town of Elba as one of its Deputy Code Enforcement Officers.

Third: That each party shall establish an hourly rate at which it shall be reimbursed for such times as its Code Enforcement Officer is performing duties in the other Town and the Town receiving such services shall and hereby does agree to pay for such services at said rate. Each party shall also reimburse the other for any expenses paid by the other, including mileage for vehicle use by the officer while in the other party’s Town, or reimburse the officer directly for the use of his personal vehicle in those instances when he uses it for either party’s purposes with prior authorization.

Fourth: The rate shall include the hourly cost to the Town for the Code Enforcement Officer’s wages, health insurance, retirement fund contribution, and any other fringe benefits, and shall not exceed such hourly costs.

Fifth: Each Town Supervisor shall notify the other Town Supervisor as soon as it

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

becomes known that the services of the Deputy will be necessary, but in no event shall such notice be given less than 72 hours prior to the time when the Deputy is needed. In the event that one of the officers becomes injured, ill or otherwise suddenly incapacitated, the Town supplying the Deputy shall do so as soon as practical, but shall not be required to do so any sooner than 72 hours after notification. It is further understood that each municipality may have or currently has similar agreements with other municipalities and, therefore it is understood that the Deputy may not be available due to services being provided to those other municipalities. In this event the Deputy will be provided on a first come first serve basis.

Sixth: Each Town shall indemnify the other against any negligent act and shall name the other as an additional insured on any and all liability insurance policies. Each town shall be responsible for the acts of the deputy enforcement officer when working in its Town and the other shall not be so responsible.

Seventh: This agreement shall take effect upon the adoption of resolutions by Town Board agreeing hereto and the authorizing of the respective Supervisors to execute this Agreement and shall be in effect January 1, 2016 through December 31, 2017.

Eighth: This agreement may be terminated by either party by giving the other party ninety (90) days notice of intention to terminate and shall become effective on the first day of the month following the expiration of the ninety (90) day period.

Ninth: All notices shall be sent to the respective Towns at their addresses as set forth above.

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

TOWN OF ELBA

TOWN OF BATAVIA

Andrew J. Wormuth, Supervisor

Gregory H. Post, Supervisor

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared **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 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.

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory H. Post**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 238:

Councilman Zambito offered the following:

CODE ENFORCEMENT OFFICER AGREEMENT BETWEEN
THE TOWN OF BATAVIA AND THE TOWN OF PAVILION

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

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

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

NOW, THEREFORE, BE IT

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

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

Second by: Councilwoman Michlalak

Ayes: Zambito, Michalak, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

SECOND AMENDED
TOWN OF BATAVIA AND PAVILION
CODE ENFORCEMENT
AGREEMENT

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

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

Batavia, NY 14020 (“Batavia”),

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

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

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

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

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

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

Second: In consideration for compensation for the services set forth herein, Pavilion shall pay Batavia fifteen thousand dollars (\$15,000.00) per year of this agreement. The sum shall be paid during the 2016 budget year to provide services for the year of 2016.

Third: The services that will be provided will be to administer the adopted NYS Building Codes, Town of Pavilion Zoning Code and Town of Pavilion Land Separation Law.

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

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

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

Seventh: This agreement shall become effective on January 1st 2016 and expire on December 31st 2016 with an option for either municipality to terminate this agreement upon a ninety (90) day written notice to the other municipality.

Eighth: There are no other agreements or understandings, either oral or written, between the parties affecting this agreement. No changes, additions or deletions of any portions of this agreement

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

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

TOWN OF PAVILION

TOWN OF BATAVIA

Theron Howard, Supervisor

Gregory H. Post, Supervisor

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.

On the _____ day of _____, 201____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Theron Howard**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory H. Post**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 239:

Councilman Lang offered the following:

AMENDMENT NO. 1
ENGINEERING AGREEMENT – CLARK PATTERSON LEE

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING
TOWNLIN WATER DISTRICT
BATAVIA NORTH WATER DISTRICT
ELBA WATER DISTRICT #1
OAKFIELD DISTRICT #6

WHEREAS, a joint water project – Townline Water Project is being undertaken by the Towns of Batavia, Elba, and Oakfield; and

WHEREAS, the Town of Batavia is serving as the project agent/administrator for all municipalities and as such has contracted for professional services for the project; and

WHEREAS, Clark Patterson Lee has submitted the attached proposed Amendment No. 1 to the agreement for additional inspection services in the amount of \$60,000; and

WHEREAS, the Town of Batavia’s construction services cost has also increased by approximately \$20,000; and

WHEREAS, the Town of Batavia ‘s Town Engineer has reviewed these increases to the project budget (attached) with each of the Town Supervisors and all have concurred with the need, justification and increase.

NOW THEREFORE, BE IT RESOLVED, the Batavia Town Board hereby authorizes the Supervisor to execute the aforementioned Amendment No.1 to agreement between the Town of Batavia and Clark Patterson Lee for services to be rendered in connection with the Townline Water Project.

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

RESOLUTION NO. 240:

Deputy Supervisor Underhill offered the following:

APPOINTMENT TO PLANNING BOARD-SECRETARY

WHEREAS, Sharon White has served as Planning Board Secretary for 34 years; and

WHEREAS, Ms. White has been elected to serve as Town Councilwoman, effective January 1, 2016 and will no longer serve as Planning Board Secretary; and

WHEREAS, the Town accepted and reviewed applications; and

WHEREAS, Brittany Witkop meets the qualifications to serve as Secretary for the Planning Board.

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby appoints of Brittany Witkop, 9280 Alexander Road, Batavia, New York, as Secretary for the Planning Board; effective January 1, 2016.

Second by: Councilwoman Michalak

Ayes: Underhill, Michalak, Zambito, Lang, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 241:

Supervisor Post offered the following:

**RESOLUTION TO STANDARDIZE ON TRIMBLE WATER AND TELOG MONITORING
EQUIPMENT FOR WATER AND SEWER SYSTEM**

WHEREAS, the Town of Batavia Town Engineer and Water and Sewer Department Staff have reviewed remote monitoring equipment for Water and Sewer Infrastructure, and

WHEREAS, the Town of Batavia Town Engineer and Water and Sewer Department have utilized the Trimble Navigation Limited's Trimble Water and Telog equipment at four locations over the past three years, and

WHEREAS, the Town of Batavia Town Engineer and Water and Sewer Department Staff have determined it is in the best interest of the residents and property owners in the Town of Batavia and make recommendation to standardize on Trimble Navigation Limited's Trimble Water and Telog equipment as attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that the Trimble Navigation Limited's Trimble Water and Telog equipment be adopted as the standard for water and sewer infrastructure monitoring in the Town of Batavia.

Second by: Deputy Supervisor Underhill

Ayes: Post, Underhill, Michalak, Zambito, Lang

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 242:

Councilwoman Michalak offered the following:

RABIES CLINIC- HIGHWAY FACILITY

WHEREAS, the Genesee County Health Department would like to hold a rabies clinic at the Town of Batavia Highway Facility on January 21, 2016 from 4:00 P.M. to 7:00 P.M.; and

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

WHEREAS, the Highway Superintendent has no objections to this.

NOW, THEREFORE, BE IT

RESOLVED, the Batavia Town Board hereby authorizes the Genesee County Health Department to hold a rabies clinic at the Town of Batavia Highway Facility on Thursday, January 21, 2016 from 4:00 P.M. to 7:00 P.M.; and be it

FURTHER RESOLVED, that Genesee County Health Department must provide the Town of Batavia a Certificate of Liability Insurance naming the Town as additional insured.

Second by: Councilman Lang

Ayes: Michalak, Lang, Underhill, Zambito, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 243:

Councilman Zambito offered the following:

TRAINING WORKSHOP

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

Paul Marchese- GFLRPC Regional Engagement Webinar (was) December 7, 2015. There is no cost for this seminar.

Marcy Crandall and Hiedi Libroch- 2016 Local Leaders Conference April 26 – 28, 2016. The cost for the conference is \$270.00 each which includes lodging and meals. A Town vehicle will be used.

Hiedi Libroch – 2016 Leadership Genesee Business and Economics Day Design Team February 24, 2016. There is no cost for this.

Marcy Crandall – 2016 Leadership Genesee Agribusiness Day Design Team June 22, 2016. There is no cost for this.

Second by: Deputy Supervisor Underhill

Ayes: Zambito, Underhill, Michalak, Lang, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 244:

Councilman Lang offered the following:

AUTHORIZATION TO EXECUTE

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

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

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

WHEREAS, the current agreement expires December 31, 2015; and

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

NOW, THEREFORE, BE IT

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

Second by: Deputy Supervisor Underhill

Ayes: Lang, Underhill, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

AGREEMENT

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

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

The Parties agree as follows:

1. **TERM & HOURS OF USE:** This Agreement shall take effect on January 1, 2016 and will remain in effect for a period of one (1) year, ending on December 31, 2016, with the option to amend or extend for additional one (1) year periods. DMV shall use the Hearing Room from no more than three days each month, between the hours of 10:00 A.M. and 3:00 P.M.
2. **FEE:** DMV shall pay the Town the sum of One Thousand, Two Hundred Dollars (\$1,200.00) in advance for the use of said Hearing Room, said sum representing a rental fee of One Hundred Dollars (\$100.00) per month for a period of twelve (12) months. Payment shall be made upon DMV’s receipt of the Town’s invoice for payment and in accordance with Article XI-A of the NYS Finance Law. Should

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

either party terminate this Agreement, the Town agrees to reimburse DMV One Hundred Dollars (\$100.00) for each full month remaining from the date of termination to the expiration date of this agreement.

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

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

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

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

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

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

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

Notice of termination must be directed as follows:

TO DMV: Dale Schifter Solomon Senior Administrative Law Judge 30-56 Whitestone Expressway Flushing, NY 11354	TO TOWN: Gregory H. Post Town Supervisor Town of Batavia 3383 West Main Street Road Batavia, NY 14020
---	---

In Witness Whereof, the Parties hereto have executed this agreement by their duly authorized officer or

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

representative.

Dated: _____

Town of Batavia By, _____ Gregory H. Post Town Supervisor	New York State Department of Motor Vehicles By, _____ Maureen Younkin Director, Procurement Services
---	--

RESOLUTION NO. 245:

Deputy Supervisor Underhill offered the following:

**TERMINATION OF COMPREHENSIVE MASTER PLAN SERVICES AGREEMENT –
BETWEEN THE TOWN OF BATAVIA AND
LABELLA ASSOCIATES (STUART I. BROWN ASSOCIATES)**

WHEREAS, the Town had retained Labella Associates (Stuart I. Brown Associates) to assist the Town of Batavia in preparing an update to the Town’s existing Comprehensive Master Plan, at a lump sum cost for Phase One of six thousand one hundred dollars (\$6,100.00) and at a cost not to exceed twenty six thousand one hundred dollars (\$26,100.00) for Phase Two, and

WHEREAS, Phase One was complete and \$6,100.00 paid to Labella Associates, and

WHEREAS, the Town put Phase Two on hold until the Green Genesee/Smart Genesee project was completed, and

WHEREAS, the Green Genesee/ Smart Genesee project included Comprehensive Plan updates as they relate to natural resources and green infrastructure and it has since been determined to be more efficient to add the additional work for the full Comprehensive Master Plan update to the Green Genesee/ Smart Genesee project, and

WHEREAS, the Phase Two portion of the agreement with Labella Associates is no longer needed and needs to be terminated and Labella Associates has concurred (attached).

NOW, THEREFORE, BE IT RESOLVED, the Batavia Town Board authorizes the Supervisor to terminate the agreement with Labella Associates (Stuart I. Brown Associates) for Phase Two of the preparation of the Comprehensive Master Plan Update.

Second by: Councilman Lang

Ayes: Underhill, Lang, Michalak, Zambito, Post

APPROVED by unanimous vote (5-0)

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

RESOLUTION NO. 246:

Supervisor Post offered the following:

**RESOLUTION TO AMEND A PROFESSIONAL SERVICES AGREEMENT
WITH CONSERVATION CONNECTS
FOR THE
GREEN GENESEE/SMART GENESEE PROJECT
TO INCLUDE ADDITIONAL AND FULL UPDATE TO THE
TOWN OF BATAVIA COMPREHENSIVE MASTER PLAN**

WHEREAS, the Town of Batavia has contracted with Conservation Connects to complete the Green Genesee/ Smart Genesee project, and

WHEREAS, the Green Genesee/ Smart Genesee project included Comprehensive Plan updates as they relate to natural resources and green infrastructure, and

WHEREAS, it has been determined to be more efficient to add additional services to the Green Genesee/ Smart Genesee project to complete the Town's full Comprehensive Master Plan update, and

WHEREAS, Conservation Connects has submitted a proposal (attached) to integrate the full Comprehensive Plan update as part of the Green Genesee/ Smart Genesee project to ensure efficiencies, continuity and timeframe.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, does hereby authorize the Supervisor to amend the contract with Conservation Connects for additional services necessary to fully update the Comprehensive Master Plan as part of the Green Genesee/ Smart Genesee project, and

BE IT FURTHER RESOLVED that the Supervisor is hereby authorized and directed to execute the said Letter Amendment on behalf of the Town of Batavia.

Second by: Councilman Zambito

Ayes: Post, Zambito, Lang, Underhill, Michalak

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 247:

Councilwoman Michalak offered the following:

**DEDICATION OF OAKWOOD HILLS PHASE 3 ROAD, WATER AND SEWER
IMPROVEMENT FROM
ZELIFF PROPERTIES**

WHEREAS, ZELIFF PROPERTIES has substantially completed highway, water and sewer improvements necessary for Phase 3 and the Cherry Bark Lane portion of Phase 2 of the new Oakwood Hills subdivision; and

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

WHEREAS, ZELIFF PROPERTIES has constructed Phase 3 and the Cherry Bark Lane portion of Phase 2 of the highway, water and sewer improvements as shown on the drawings labeled Oakwood Hills dated November, 2013 and generally described as follows:

Roadway

Red Oak Lane

(from the terminus of Phase 1 (approx. 1650 ft. north of NYS Rte 5) to Cherry Bark Lane/Red Oak Lane intersection, approx. 1415 lf)

Black Oak Lane

(from Black Oak Lane/Laurel Oak Way intersection to Black Oak Lane/Red Oak Lane intersection approx. 910 lf)

White Oak Court

(from White Oak Court/ Red Oak Lane intersection to the cul-de-sac, approx. 500 lf)

Cherry Bark Lane

(from Cherry Bark Lane/Red Oak Lane intersection to Cherry Bark Lane/ Laurel Oak Way intersection, approx. 650 lf.)

Total approximate value of roadways \$1,143,000

Water

Water mains and services within the road right of way on the above roadways

Total approximate value of water improvements \$ 249,000

Sewer

Sewer main, laterals and pump station within the road right of way on the above roadways

Total approximate value of sewer improvements \$ 155,000

Total value of all improvements \$1,547,000

WHEREAS, the above noted improvements were constructed under the supervision of the Town of Batavia, and in accordance with the rules, regulations and laws regarding such construction; and

WHEREAS, ZELIFF PROPERTIES has requested the Town of Batavia to accept dedication of said highway, water and sewer improvements; and

WHEREAS, the Highway Superintendent and Town Engineer have made recommendation to the Town Board for acceptance of the highway, water and sewer improvements contingent upon completion of the testing, certification and punch list items as noted in the letter attached; and

WHEREAS, the Highway Superintendent has made a recommendation to the Town Board that the Roads be named as shown on the drawings labeled Oakwood Hills dated November, 2013 which names the roads as follows:

Red Oak Lane, Laurel Oak Way, White Oak Lane, Black Oak Lane, Cherry Bark Lane; and

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

NOW, THEREFORE, BE IT

RESOLVED, the Town of Batavia accepts dedication of said highway, water and sewer improvements for Phase 3 and the Cherry Bark Lane portion of Phase 2 of Oakwood Hills from Zelif Properties LLC, upon final completion testing, certification and punch list items noted in the Town Engineer and Highway Superintendent recommendation letter (attached) and,

FURTHER RESOLVED, the Town Board names the roads within the Oakwood Subdivision as follows:

Red Oak Lane, Laurel Oak Way, White Oak Lane, Black Oak Lane, Cherry Bark Lane.

Second by: Councilman Zambito

Ayes: Michalak, Zambito, Lang, Underhill, Post

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 248:

Councilman Zambito offered the following:

A RESOLUTION TO DEDICATE BARRETT DRIVE

WHEREAS, on December 23, 1985 the Town of Batavia received 1.34 acres of land from Harry Arthur Decato and Richard Harry Decato for the construction of an access road approximately 820 feet long to be located on the south side of NYS Route 5 approximately 452 feet east of East Avenue in the Hamlet of East Pembroke. The deed for the property has been recorded in the Genesee County Clerk Office on Liber 506 Page 36; and

WHEREAS, The Town of Batavia and the Decato brothers constructed the road in 1987 in accordance with the rules, regulations and laws regarding such construction at the time; and

WHEREAS, the Highway Superintendent recommends to the Town Board that they accept the roadway improvements and dedicate the road as a Town of Batavia roadway; and

WHEREAS, the road was named "Barrett Drive" as approved by the Town Board by a Resolution adopted on November 4, 1987.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Batavia, New York, that it does hereby consent to the dedication of Barrett Drive, as more particularly described herein, and the Town Highway Superintendent is hereby authorized and directed to file and record an Order in the Town Clerk's Office laying out such highway, pursuant to the provisions of Section 171(1) of the Highway Law.

Second by: Councilman Deputy Supervisor

Ayes: Zambito, Lang, Underhill, Michalak, Post

APPROVED by unanimous vote (5-0)

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

RESOLUTION NO. 249:

Councilman Lang offered the following:

**RESOLUTION TO AMEND 2016 TOWN BUDGET
DECREASE BUDGETARY LINE ITEMS**

RESOLVED, the Batavia Town Board hereby authorizes the following 2016 Town Budget amendment, decreasing budgetary line items relating to the Townline Water:

Revenue Line Item:		Expenditure Line Item:	
SW1001N	\$ 30,005.00	SW9710.612	\$ 30, 005.00

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

SUSPEND THE RULES-Motion Deputy Supervisor Underhill, second Councilman Zambito to suspend the rules to introduce an additional resolution.
Ayes: Underhill, Zambito, Lang, Michalak, Post
MOTION CARRIED by unanimous vote (5-0)

RESOLUTION NO. 250:

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO AMEND 2015 TOWN BUDGET
INCREASE BUDGETARY LINE ITEMS**

RESOLVED, the Batavia Town Board hereby authorizes the following 2015 Town Budget amendment, increasing budgetary line items for the RBEG Grant

Revenue Line Item:		Expenditure Line Item:	
A4910	\$105,500.00	A6789.400	\$105,500.00

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

Abstract No. 12-2015: Motion Councilman Lang, second Councilman Zambito to authorize the Supervisor to pay the following vouchers:

**DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING**

General	\$108,408.50
Highway	7,893.60
Sewer No. 1	5,594.94
Sewer No. 2	5,173.61
Water	36,692.57
W Main Sewer	16,950.00
Pratt	471,464.57
CDBG	57,493.30
Sewer Capacity Purchase	25,000.00
Ellicott Trail	39.00
Highway Equipment	434.60
Townline Water	461,792.89
Saile Dr Sewer	1,064.00
Total	\$1,198,001.58

Check numbers 16502 – 16538, 20465 – 20500, HQ 1012, SM 1049 - 1051

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

DEPARTMENT REPORTS:

Supervisor’s Report:

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

GAM Meeting is tomorrow evening hosted by the Town of Bergen at 7:00 P.M. at the Bergen Town Hall.

Work Sessions Cancelled- The December 23 and December 30 work sessions have been cancelled.

COMMUNICATIONS:

The Town Clerk reported on the following:

November Town Clerk monthly report collected a total of \$72,306.16, remitted \$70,146.28 to the Supervisor for the Local Share.

Taxes- Getting ready for the New Year and Tax Collection. The taxes bills will be mailed out on December 31, 2015. Just a reminder to the residents who go away for the winter to contact me with your winter address so there are no delays in receiving your tax bill. The Post Office will not forward the tax bills.

Congressman Chris Collins will be holding satellite office hours at the Batavia Town Hall on January 27, 2016 from 10:00 a.m. to 11:30 a.m. in an effort to reach out to seniors and others who are not able to meet at his other offices.

Town Clerks Office – The Town Clerk’s office will be closing at 4:30 P.M. on December 23 and December 30 rather than 7:00 P.M.

OLD BUSINESS:

DECEMBER 16, 2015
REGULAR TOWN BOARD MEETING

Councilman's Plaque-Tonight is Councilman Lang's last Town Board meeting, as he didn't seek another term of office. With emotion, Councilman Lang, thanked everyone from the Town, community and his family for all the support over the years. Mr. Lang expressed that the first 13 years on the Town Board was a difficult time. He didn't seek re-election, as the Town didn't have a good leader. After a couple years, he did seek office. He stated that "the past 9 years have been a pleasure. We have a very knowledgeable Supervisor and we got a lot accomplished."

Supervisor Post presented Councilman Lang with a plaque from the Town and read the inscription:

ALFRED E. LANG
"Al"
"Minister of Old Business"

COUNCILMAN
TOWN OF BATAVIA

IN APPRECIATION OF YOUR 21 YEARS OF
DEDICATED SERVICE TO THE COMMUNITY
2015

Mr. Post expressed that Mr. Lang has been a great mentor and friend. It's been a pleasure to work with him. The show of your family here tonight shows you're a man of integrity. You have proudly represented this community. Thank you.

NEW BUSINESS:

Planning Secretary Plaque- Sharon White, Planning Board secretary has served on the Town Planning Board for the past 34 years. She was elected to Councilwoman, with her term beginning January 1, 2016. Supervisor Post presented Ms. White with a plaque from the Town for her many years of service. He thanked her for her service and serving proudly.

ADJOURNMENT:

Motion Councilman Lang, second Deputy Supervisor Underhill to adjourn the Regular Town Board Meeting at 7:28 P.M.

Ayes: Lang, Underhill, Michalak, Zambito, Post

MOTION CARRIED by unanimous vote (5-0)

Prior to the vote the Supervisor extended his heartfelt gratitude and wished everyone a Merry Christmas and Happy New Year.

Respectfully submitted,

Teresa M. Morasco
Town Clerk