

**JUNE 22, 2016  
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  
Councilwoman White  
Councilwoman Michalak  
Councilman Zambito

**Others**

**Present:** Town Clerk Morasco

The Supervisor called the meeting to order at 7:10 P.M.

**May 18, 2016 Public Hearing-Local Law 2 to Amend Zoning Map and May 18, 2016 Regular Town Board Meeting:** Motion Councilwoman Michalak, second Councilman Zambito to approve the minutes as written.

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

**RESOLUTION NO. 109:**

Councilwoman White offered the following:

**RESOLUTION ACKNOWLEDGING THAT THE REQUIRED AUDIT OF THE COURT RECORDS AND DOCKETS WAS CONDUCTED**

**WHEREAS**, Section 2019-a of the Uniform Justice Court Act requires that Town Justices annually provide their court records and dockets to their respective Town Auditing Board, and that such records be audited and that fact be entered into the minutes of the Board's proceedings; and

**WHEREAS**, an audit was conducted of the Town Justices records and dockets by Freed, Maxick & Battaglia, P.C.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby acknowledges that the required audit of the Court Records and Dockets was conducted and hereby directs the Supervisor to forward a copy of the auditor's report along with a copy of this resolution to Joan Casazza, Internal Control Liaison, New York State Office of Court Administration, 2500 Pond View, Suite LL01, Castleton-on-Hudson, New York 12033.

**Second by:** Councilman Zambito

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

**RESOLUTION NO. 110:**

**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

Deputy Supervisor Underhill offered the following:

**JUNKYARD LICENSES**

**RESOLVED**, the Batavia Town Board hereby approves the Junkyard Licenses for Barsuk Recycling, LLC (formerly Joseph Barsuk, Inc.), Bushville Auto Parts and Herbert Diegelman Estate contingent upon the recommendation of the Building Inspector.

**Second by:** Councilwoman White

**Ayes:** Underhill, White, Michalak, Zambito, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 111:**

Supervisor Post offered the following:

**RESOLUTION TO APPROVE AN AMENDED AND RESTATED  
PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR PHASE 1 OF THE BIG TREE GLEN PROJECT**

**WHEREAS**, the Big Tree Glen Housing Development Fund Company, Inc., has proposed to develop a 56 unit apartment complex as Phase I of the Big Tree Glen Project, to be located at 3727 West Main Street Road, in the Town of Batavia, New York, and

**WHEREAS**, the Town of Batavia entered into a “Payment In Lieu of Taxes Agreement”, dated April 28, 2015, with this Company, and

**WHEREAS**, based upon the construction scheduled, it was necessary to revise the start of the Payment in Lieu of Taxes, and

**WHEREAS**, the parties further negotiated for two payments each year, one based upon the school tax and the other based upon the Town and County tax, and

**WHEREAS**, the Amended and Restated Agreement has been reviewed and approved by the Town Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed “Amended and Restated Payment in Lieu of Taxes Agreement”, by and between Big Tree Glen Housing Development Fund Company, Inc. and the Town of Batavia, a copy of which is incorporated as part of this Resolution by reference and shall be made a part of the Town Board Minutes, is hereby approved and the Town Supervisor is hereby authorized and directed to sign this Agreement on behalf of the Town of Batavia, and

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**BE IT FURTHER RESOLVED** that the required officers and employees of the Town of Batavia are hereby authorized and directed to take all steps necessary to comply with and to implement the terms and conditions of this Agreement.

**Second by:** Councilman Zambito

**Ayes:** Post, Zambito, White, Underhill, Michalak

**APPROVED by unanimous vote (5-0)**

**AMENDED AND RESTATED**  
**PAYMENT IN LIEU OF TAXES AGREEMENT**

**AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT** (the "Agreement") dated as of this \_\_\_\_ of \_\_\_\_\_, 2016, by and between BIG TREE GLEN HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of State of New York (the "Act"), and Section 402 of the Non-for-Profit Corporation Law of New York, with a principal place of business located at 1000 University Avenue, Suite 500, Rochester, New York 14607 (the "Company") and the TOWN OF BATAVIA, with offices located at 3833 West Main Street Road, Batavia, New York, (the "Town").

**RECITALS:**

**WHEREAS**, the Company is the fee owner of a parcel of real property identified on the tax map as 7.-1-29.1, located at 3727 West Main Street, Batavia, New York, as more specifically described on Schedule A (the "Land");

**WHEREAS**, the Company has been formed exclusively for the purpose of developing a housing project for persons of low income, pursuant to the Act;

**WHEREAS**, the Company, along with the beneficial owner of the Land, intends to develop a 56 unit apartment complex (the "Phase 1") for persons of low income on the Land (the "Apartments") and the apartments will constitute a "housing project" as that term is defined in the Act (the Land and Apartments are sometimes referred to herein as the "Project").

**WHEREAS**, Section 577 of the Act authorizes the Town to exempt from local and municipal taxes, including school taxes, other than assessments for local improvements, all or part of the value of the property included in the completed Project.

**WHEREAS**, the Town has granted the Company and the Project an exemption from local and municipal taxes, including school taxes, other than assessments for local improvements and special ad valorem districts to the extent provided herein and from such taxes as may be levied on behalf of any taxing jurisdiction as defined in Subdivision 1(b) of Section 577 of the Act and intends to bind the Town.

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**WHEREAS**, the Town and Company entered into a Payment In Lieu of Taxes Agreement dated as of April 25, 2015 (the "Original Agreement"), as authorized by Section 577 of the Act to reflect this agreement.

**WHEREAS**, the Town and Company desire to amend and restate the Original Agreement in order to clarify certain terms in the Original Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

**Section 1. Grant of Exemption.**

- A. The Town hereby declares that the Project shall be exempt from all local and municipal taxes, including school taxes, and from such taxes as may be levied by or on behalf of any taxing jurisdiction as defined in subsection 1(b) of Section 577 of the Act, other than assessments for local improvements. (the "Affected Tax Jurisdictions"). This Agreement shall not impact the liability of the Company to make payments in connection with assessments for local improvements.
- B. The term "local improvements", as used herein shall be defined as any and all special district charges, special assessments and special ad valorem levies, as applied to like taxpayers, including by way of example, but not limited to, water, sewer and fire district charges; as well as pure water charges and sewer charges.

**Section 2. Annual Tax Payments.**

The exemption granted in this Agreement shall remain in effect during the term of this Agreement as follows:

- A. From the date the Company acquires ownership of the Land and for each calendar year while this Agreement is in effect, the Company shall make an annual payment in lieu of taxes to the Town equal to Sixty-Five Percent (65%) of the taxes that would have been incurred by the Company in the absence of this Agreement, with the Project being assessed using the standard valuation methodology applied by the Town to like properties located in the Town (the "Payment"). Notwithstanding the foregoing, as long as this Agreement is in effect, the Company waives the right to have the Project assessed pursuant to Section 581-a of the Real Property Tax Law of the State of New York and/or any other method allowed by law, except for the tax calculation herein.
- B. The first payments under this Agreement shall be for the 2016/2017 school tax year and for the 2017 calendar Town and County tax year. On or about September 1, 2016, the Town shall generate for the Company a bill for the 2016-2017 school tax year, calculated pursuant to Subparagraph (2)(A) above. During the term of this Agreement, on or about the 1<sup>st</sup> day of September for every year thereafter, the Town shall generate for the Company a similar school tax bill for the school tax years thereafter. On or about January 1, 2017, the Town shall generate for the Company a bill for the 2017 Town and County tax year, calculated pursuant to Subparagraph (2)(A) above. During the term of this Agreement, on or about the 1<sup>st</sup> day of January

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

for every year thereafter, the Town shall generate for the Company a similar Town and County tax bill for the Town and County tax years thereafter. Payment shall be due and owing to the Town within thirty-five (35) days after the date such bills are generated (the "Payment Dates").

- C. The Payment made shall be allocated by the Town, as the authorized taxing jurisdiction, among the Affected Tax Jurisdictions in the same proportions as ad valorem taxes would have been allocated and otherwise due to the Affected Tax Jurisdictions, based upon their relative tax rates for the Project, if this Agreement were not entered into by the parties hereto.
- D. For purposes of determining the allocation of the Payment among the Affected Tax Jurisdictions, the Town shall use the latest available tax rate utilized for levy of taxes by each such municipality.
- E. The Town shall remit and distribute to the Affected Tax Jurisdictions its respective allocated amounts within thirty (30) days of receipt of the total Payment. In the event that the Town does not receive a PILOT Payment for any year or receives it after the Payment Date for any year, the Town shall not be under any obligation to make any distributions to the Affected Tax Jurisdictions at any time prior to receipt of the Payment.

**Section 3. Term of Agreement**

The term of this Agreement shall commence on the date of its completed execution, and remain in effect for a period of forty (40) years thereafter, unless terminated earlier as provided in Section 6 herein.

**Section 4. Special Assessments.**

- A. The Act does not entitle the Company to an exemption from the obligation to pay assessments for local improvements. The Company, therefore, specifically agrees to pay all assessments for local improvements assessed and/or levied against the Project by the Affected Tax Jurisdictions.
- B. Charges for local improvements shall be assessed by the Affected Tax Jurisdictions at the same time and in the same manner as those billed to their other respective tax payers, and the Company will be subject to the same penalties and collection provisions for these charges as applied to other tax payers.

**Section 5. Default.**

The occurrence of any of the following conditions shall constitute an event of default ("Event of Default" or "Default"), as that term is used herein:

- A. The Company's failure to pay in full any payment due under this Agreement within thirty (30)

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

days after the Payment Date.

- B. The Company or the Project become ineligible for a tax exemption under the Act and/or Section 581-a of the Real Property Tax Law.
- C. The Company fails to begin construction activities upon Phase 1 of the Project within six (6) months after execution of this Agreement.

**Section 6. Default Remedies.**

In the Event of Default and while such Default is continuing, the Town may exercise any and all rights or remedies permitted by law. Without limiting the generality of the foregoing, and in addition to all other rights and remedies, the Town shall also have the following specific rights and remedies upon an Event of Default and while such Default is continuing:

- A. If the Company is in default pursuant to Section 5(A) of this Agreement, then the Company shall pay (i) a late payment penalty equal to five percent (5%) of the amount due, and (ii) for each thirty (30) days or any part thereof that any such Payment is delinquent beyond the first thirty five (35) days, interest on the total amount due, plus the late payment penalty, in an amount equal to one percent (1%) per thirty (30) days.
- B. To terminate this Agreement and the exemption granted hereunder sixty (60) days from the date of the Company's receipt of written notice of the Default and the Company's failure to cure the Default within such sixty (60) day period. After the effective date of a termination, the Company shall pay any and all local and municipal taxes; as well as special assessments for local improvements, to the Affected Tax Jurisdictions when they are billed and become due; based upon using the standard valuation methodology applied by the Town to like properties located within the Town.
- C. The remedies granted to the Town under this Agreement, or by law, are cumulative. The exercise of one right or remedy by the Town shall not impair its right to exercise any other right or remedy.
- D. No failure by the Town to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy hereunder or thereunder upon an Event of Default by the Company, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition.
- E. No waiver of any Event of Default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term, and condition hereunder or thereunder shall continue in full force and effect with respect to any other then existing or subsequent Event of Default.
- F. All rights and remedies of the Town under this Agreement shall survive the termination of this Agreement or any exemption granted hereunder as a result of an Event of Default.

**Section 7. Representations and Warranties of the Company.**

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

The Company represents and warrants that:

- A. It is a duly organized and existing housing development fund company created and operated in accordance with the provisions of the Act;
- B. It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- C. This Agreement constitutes a legal, valid, and binding obligation of the Company enforceable in accordance with its terms;
- D. To the best knowledge of the Company, the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate any law, regulation, ordinance, judicial order, judicial decree, or any agreement, indenture, note, or other instrument to which it is a party;
- E. To the best knowledge of the Company, there is no claim, action, arbitration, or administrative proceeding pending, threatened against, or involving the Company which, if adversely determined, would question the validity of this Agreement, or would have a material adverse effect on the financial condition of the Company.

**Section 8. Representations and Warranties of the Town.**

The Town represents and warrants as follows:

- A. The Town has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the governing body of the Town has by necessary and appropriate resolution, authorized the execution and delivery of this Agreement by the officer or representative so executing the same.
- B. This Agreement constitutes a legal, valid and binding obligation of the Town enforceable in accordance with its terms.
- C. The Town acts on behalf of the Town, the School District and the County in assessing real property, for the purpose of taxation, or in levying taxes therefore and this Agreement executed by the Town shall have the effect of exempting the Project from taxes imposed by the Town, the County and School District.
- D. In the event that the legal status of the Town and/or any of the other taxing jurisdictions for the Project changes during the term of this Agreement, whether through dissolution, consolidation or merger, the Town acknowledges that this Agreement shall remain in full force and effect.

**Section 9. Assessment Challenges.**

The Company shall have all of the rights and remedies of a tax payer with respect to any

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

proposed assessment or change in assessment with respect to the Land and the Apartments by any of the Affected Tax Jurisdictions, and likewise, shall be entitled to protest before and be heard by the appropriate Assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

**Section 10. Assignment.**

The Company shall not assign, transfer or otherwise dispose of this Agreement or any right, title or interest therein, without the previous written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, this Agreement shall be binding on and inure to the benefit of the Company's successors and permitted assigns.

**Section 11. Terms to be Exclusive and Reservation of Rights.**

This Agreement contains the sole and entire understanding between the parties and shall supersede all other agreements between the parties. Notwithstanding this Agreement there is reserved to the Company and the Town, all of the rights, powers, and authorities as provided in the Act and there is hereby reserved to the Company all rights, powers and authorities as provided under Articles 5 and 7 of the Real Property Tax Law.

**Section 12. Waiver or Modification.**

No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by both parties.

**Section 13. New York State Law Applies.**

This Agreement and the performance thereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

**Section 14. Severability.**

All provisions contained in this Agreement are severable. In the event that any one or more of the provisions in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 15. Notices.**

Unless otherwise specified, notices or consents required to be given by any party to the other under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight carrier to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.

**Section 16. Headings and Construction.**

The titles of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit, or affect this Agreement or any provision thereof. Each covenant and agreement binding the Company and/or the Town shall be construed (absent an express contrary provision therein) as being independent of each other covenant contained herein, and compliance with any one covenant shall not, absent such an express



**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

contrary provision, be deemed to excuse compliance with any or all other covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above set forth.

TOWN OF BATAVIA

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BIG TREE GLEN HOUSING DEVELOPMENT FUND COMPANY,  
INC.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Schedule A  
Lot 1 Description

All that tract or parcel of land, situate in the Town of Batavia, County of Genesee and State of New York, being part of Town Lot 6, Section 7, Township 12, Range 2 of the Holland Land Company's Survey, more particularly described as follows:

Beginning at a point located at the intersection of the southeasterly comer of the property now or formerly

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

Diegelman Motors, Inc., being Tax Account Number 007.000-0001-029.I , with the address 3727 West Main Street, and the northern right-of-way of West Main Street (New York State Route 5);thence,

1. South 83°20'19" West, along said right-of-way, a distance of 399.10 feet to a point; thence,
2. North 3°15'41" West, along the westerly property boundary of said parcel, a distance of 300.00 feet to a point;thence,
3. South 83°20' 19" West, a distance of 150.00 feet to a point; thence,
4. North 3°15'41" West, a distance of 298.02 feet to a point located at the northwesterly corner of said parcel; thence,
5. North 83°20' 19" East, along the north property boundary of said parcel, a distance of 578.08 feet to a point; thence,
6. South 6°15'36" East, a distance of 181.62 feet to a point;thence,
7. South 83°44'20" West, a distance of 84.00 feet to a point; thence,
8. South 6°15'40" East, a distance of 85.67 feet to a point, thence;
9. North 83°44'20" East, a distance of 22.23 feet to a point, thence;
10. South 23°17'30" East, a distance of 84.92 feet to the interior southeast comer of the said lands of Diegelman Motors, Inc., thence;
11. South 0°53'41" East, along the easterly line of Diegelman Motors, Inc., a distance of 250.00 feet to the point of beginning containing 6.571 acres of land more or less.

**RESOLUTION NO. 112:**

Councilwoman Michalak offered the following:

**WEBSITE HOSTING AND MONITORING SERVICES**  
**HURRICANE TECHNOLOGIES, INCORPORATED**

**WHEREAS**, in July 2011 the Town of Batavia retained Hurricane Technologies, Incorporated for Website Hosting and GFI Monitoring Services; and

**WHEREAS**, the agreement is due to expire July 31, 2016; and

**WHEREAS**, Hurricane Technologies, Incorporated has provided an agreement and quote to renew the Website Hosting and Monitoring Services (agreement attached); and

**WHEREAS**, the monthly cost for the Website Hosting is \$9.99 and the monthly cost for the GFI Monitoring Service for the servers is \$109.96.

**NOW, THEREFORE, BE IT**

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**RESOLVED**, the Batavia Town Board wishes to retain Hurricane Technologies, Incorporated for Website Hosting and GFI Monitoring Services at a monthly cost of \$119.95, and be it

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

**Second by:** Councilman Zambito

**Ayes:** Michalak, Zambito, White, Underhill, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 113:**

Councilman Zambito offered the following:

**TOWN OF BATAVIA**  
**SOUTHWEST WATER DISTRICT**

**LATERAL RESTRICTIONS RESOLUTION**

**WHEREAS**, the Town Board of the Town of Batavia has created the Town of Batavia – Southwest Water District pursuant to Town Law for the express purpose of providing public water supply to residents along portions of Brown Road, Halstead Road (Co Rd 5), Wilkinson Road (Co Rd 5), Lear Road, Upton Road, Windflower Drive, and Rose Road; and

**WHEREAS**, part of the land area within the Southwest Water District is also within Genesee County Agricultural District No. 1; and

**WHEREAS**, the Town Board has filed a Notice of Intent to Undertake an Action Within an Agricultural District to evaluate the impact of providing a source of public water supply within this area on lands within Agricultural District No. 1; and

**WHEREAS**, the New York State Department of Agriculture and Markets (“Department”) has expressed concern about the potential adverse impact that said public water supply is likely to have on agriculture within the Agricultural District,

**NOW THEREFORE BE IT RESOLVED**, that the Town Board, in recognition of the concerns that have been raised, hereby resolves to adopt the “Lateral Restriction - Conditions on Future Service” specified by the New York State Department of Agriculture and Markets as follows:

**Lateral Restriction - Conditions on Future Service**

The      Town of Batavia      imposes the following conditions, as warranted or recommended on the management of water/sewer lines located along the portions of Brown Road, Halstead Road (Co Rd 5), Wilkinson Road (Co Rd 5), Lear Road, Upton Road, Windflower Drive, and Rose Road, included in the Southwest Water District,     within an agricultural district:

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

- (1) The only land and/or structures which will be allowed to connect to the proposed waterline or sewer within an agricultural district will be existing structures at the time of construction, further agricultural structures, and land and structures that have already been approved for development by the local governing body prior to the filing of the Final Notice of Intent by the municipality.

Land and structures that have been approved for development refer to those properties/structures that have been brought before a local governing body where approval (e.g., subdivision, site plan, and special permit) is needed to move forward with project plans and the governing body has approved the action. If no local approval is required for the subdivision of land and/or the construction of structures, the municipality accepts the limitation under Public Health Law §1115 that defines a “subdivision,” in part, as “any tract of land which is divided into five or more parcels.” Water and/or sewer service will not be extended to the fifth and subsequent parcels where no local approval is required and the land is located within a county adopted, State certified agricultural district.

- (2) If a significant hardship can be shown by an existing resident, the lateral restriction to the resident’s property may be removed by the municipality upon approval by the Department. It is the responsibility of the resident landowner to demonstrate that a hardship exists relative to his or her existing water supply or septic system and clearly demonstrate the need for public water or sewer service. The municipality shall develop a hardship application to be filed with the municipality, approved by the County Department of Health, and agreed to by the Department of Agriculture and Markets.
- (3) If it can be demonstrated to the Department’s satisfaction that the landowner requested the county to remove his or her land from an agricultural district at the time of district review and the county legislative body refused to do so, lateral restrictions may be removed by the municipality if the Department determines that the removal of the restriction for the subject parcel(s) would not have an unreasonably adverse effect on the agricultural district.
- (4) If land is removed from a county adopted, State certified agricultural district and the district has been reviewed by the county legislative body and certified by the Commissioner for modification, lateral restrictions imposed by the municipality are no longer in effect for the parcels of land that have been removed from the agricultural district.

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

**RESOLUTION NO. 114:**

Councilwoman White offered the following:

**RESOLUTION TO AUTHORIZE A USDA RURAL DEVELOPMENT FUNDING  
APPLICATION FOR THE BATAVIA SOUTHWEST WATER DISTRICT**

**RESOLVED**, that the Supervisor of the Town of Batavia, Genesee County, New York, is hereby

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

authorized as the official representative of the Town to execute and submit the application for loan and grant assistance to the USDA Rural Development for improvements to the Town of Batavia Southwest Water District and is hereby directed and authorized to act in connection with the submission of the application and to provide such additional information as may be required and to execute such documents as may be required in connection with obtaining said loan and grant funds.

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

**RESOLUTION NO. 115:**

Supervisor Post offered the following:

**PROPOSAL OF SERVICES AGREEMENT –  
BETWEEN THE TOWN OF BATAVIA AND LABELLA ASSOCIATES, D.P.C.  
FINAL APPLICATION FOR LOAN AND GRANT ASSISTANCE  
RURAL DEVELOPMENT  
SOUTHWEST WATER**

**WHEREAS**, the Supervisor wishes to retain Labella Associates, D.P.C. to prepare the Town's final application for grant and loan assistance for submission to Rural Development for the Town of Batavia Southwest Water Project at a cost not to exceed two thousand, one hundred dollars (\$2,100.00); and

**NOW, THEREFORE, BE IT RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to retain Labella Associates, D.P.C. for the aforementioned service at a cost not to exceed two thousand, one hundred dollars (\$2,100.00); and be it

**FURTHER RESOLVED**, the Supervisor is hereby authorized to execute the agreement between the Town of Batavia and Labella Associates, D.P.C., a copy of which is hereby annexed hereto and made a part of the minutes.

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

**RESOLUTION NO. 116:**

Deputy Supervisor Underhill offered the following:

**RURAL DEVELOPMENT PROJECT MANAGEMENT SERVICES AGREEMENT –  
SOUTHWEST WATER DISTRICT  
BETWEEN THE TOWN OF BATAVIA AND LABELLA ASSOCIATES**

**WHEREAS**, the Supervisor wishes to retain Labella Associates, D.P.C. to assist the Town in the

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

implementation of the project to be assisted with funding from Rural Development for the construction of Southwest Water District at a rate of \$100.00 per hour under this agreement not to exceed eight thousand dollars (\$8,000).

**NOW, THEREFORE, BE IT RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to retain Labella Associates, D.P.C. for Project Management Services for the Southwest Water District at a rate of \$100.00 per hour under this agreement not to exceed eight thousand dollars (\$8,000) and be it

**FURTHER RESOLVED**, the Supervisor is hereby authorizing to execute the agreement between the Town of Batavia and Labella Associates, D.P.C., a copy of which is annexed hereto and made a part of the minutes.

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

**RESOLUTION NO. 117:**

Councilwoman Michalak offered the following:

**RESOLUTION TO APPROVE LEGAL SERVICES AGREEMENT FOR  
BATAVIA SOUTHWEST WATER DISTRICT**

**WHEREAS**, the Town Attorney, namely, Kevin D. Earl, Esq. of Oshlag, Saleh & Earl, has proposed a Legal Services Agreement for the Batavia Southwest Water District, and

**WHEREAS**, this proposed Legal Services Agreement proposes that the Town Attorney be paid at the rate of \$195.00 per hour for all work concerning the Water District, with a total amount not to exceed \$10,000.00, and

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed Legal Services Agreement with Attorney Kevin D. Earl, Esq. of Oshlag, Saleh & Earl, a copy of which shall be made a part of the Town Board Minutes, is hereby approved at a cost of \$195.00 per hour for all work concerning the Water District, with a total amount not to exceed \$10,000.00 and the Town Supervisor is hereby authorized and directed to execute this Legal Services Agreement on behalf of the Town of Batavia.

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

**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

**RESOLUTION NO. 118:**

Councilman Zambito offered the following:

**RESOLUTION TO APPROVE FINANCIAL SERVICES AGREEMENT FOR  
BATAVIA SOUTHWEST WATER DISTRICT**

**WHEREAS**, the Municipal Solutions, Incorporated has proposed a Financial Services Agreement for the Batavia Southwest Water District, and

**WHEREAS**, this proposed Financial Services Agreement proposes the estimated total cost including expenses to be \$10,000; and

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed Financial Services Agreement with Municipal Solutions, Incorporated, a copy of which shall be made a part of the Town Board Minutes, is hereby approved at an estimated cost of \$10,000 and the Town Supervisor is hereby authorized and directed to execute this Financial Services Agreement on behalf of the Town of Batavia.

**Second by:** Councilwoman White

**Ayes:** Zambito, White, Underhill, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 119:**

Councilwoman White offered the following:

**RESOLUTION TO APPROVE ENGINEERING SERVICES AGREEMENT FOR  
SOUTHWEST WATER DISTRICT**

**WHEREAS**, Clark Patterson Lee has proposed an Engineering Services Agreement for the Batavia Southwest Water District, and

**WHEREAS**, this proposed Engineering Services Agreement proposes the following:

Task 1: Design Phase lump sum cost \$22,000

Task 2: Construction Administration lump sum cost \$13,000

Task 3: Resident Inspection cost not to exceed amount of \$57,600, and

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed Engineering Services Agreement with Clark Patterson Lee, a copy of which shall be made a part of the Town Board Minutes, is hereby approved at a cost of \$22,000 for Design Phase, \$13,000 for Construction Administration and a not to exceed cost of \$57,600 for Resident Inspection and

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

the Town Supervisor is hereby authorized and directed to execute this Engineering Services Agreement on behalf of the Town of Batavia for services to be rendered in connection with the application to Rural Development for the Southwest Water, contingent upon USDA Rural Development approval.

**Second by:** Councilman Zambito

**Ayes:** White, Zambito, Underhill, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 120:**

Deputy Supervisor Underhill offered the following:

**RESOLUTION TO APPROVE BOND COUNSEL SERVICES AGREEMENT  
BATAVIA SOUTHWEST WATER DISTRICT**

**WHEREAS**, Hodgson Russ, LLP has proposed a Bond Counsel Services Agreement for the Batavia Southwest Water District, and

**WHEREAS**, this proposed Bond Counsel Services Agreement proposes the cost not to exceed eighteen thousand dollars (\$18, 000); and

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed Bond Counsel Services Agreement with Hodgson Russ, LLP, a copy of which shall be made a part of the Town Board Minutes, is hereby approved at cost not to exceed eighteen thousand dollars (\$18,000) and the Town Supervisor is hereby authorized and directed to execute this Bond Counsel Services Agreement on behalf of the Town of Batavia.

**Second by:** Councilwoman Michalak

**Ayes:** Underhill, Michalak, Zambito, White, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 121:**

Supervisor Post offered the following:

**RESOLUTION TO APPROVE AUDITING SERVICES AGREEMENT FOR  
BATAVIA SOUTHWEST WATER DISTRICT**

**WHEREAS**, the Freed Maxick has proposed an Auditing Services Agreement for the Batavia Southwest Water District, and

**WHEREAS**, this proposed Auditing Services Agreement proposes the cost of the December 31, 2016 audit not to exceed eleven thousand, six hundred, twenty-five dollars (\$11,625) and two thousand, two hundred fifty dollars for the single audit; and



**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Batavia, New York, that a proposed Auditing Services Agreement with Freed Maxick, a copy of which shall be made a part of the Town Board Minutes, is hereby approved at the cost for the December 31, 2016 audit not to exceed eleven thousand, six hundred, twenty-five dollars (\$11,625) and two thousand, two hundred fifty dollars for the single audit and the Town Supervisor is hereby authorized and directed to execute this Auditing Services Agreement on behalf of the Town of Batavia.

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

**RESOLUTION NO. 122:**

Councilwoman Michalak offered the following:

**TRAINING WORKSHOP**

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

Rhonda Saulsbury- WNY Chapter of the IAAO Valuation and Assessment Issues Seminar June 24, 2016 at the Quality Inn, Batavia at a cost of \$40.00.

Hiedi Librock and Marcy Crandall- GFOA Summer Seminar July 14, 2016 at a cost of \$75.00 each.

Keith Wilkinson and Gregory Lang- Mueller Company Water Distribution Product Training Thursday, June 23, 2016. There is no cost for this training.

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

**RESOLUTION NO. 123:**

Councilman Zambito offered the following:

**MEMORIAL DAY WREATHS**

**WHEREAS**, the Town of Batavia has provided three wreaths for Memorial Day in honor of our veterans; and

**WHEREAS**, the Town would like to continue to provide wreaths; and

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**WHEREAS**, the wreaths were placed at Daws Corners Cemetery and Grandview Cemetery by the Batavia Memorial Day Committee (Disabled American Veterans, VFW, American Legion, Marine Corp League, and Vietnam Veterans of America).

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes three (3) wreaths to be purchased from Floral Fantasies at a cost of sixty-five dollars (\$65.00) each; and be it further

**RESOLVED**, the expenditure will be appropriated from line item A6510.400-Veterans Services.

**Second by:** Councilwoman Michalak

**Ayes:** Zambito, Michalak, White, Underhill, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 124:**

Councilwoman White offered the following:

**KIWANIS PARK DONATION**

**RESOLVED**, the Batavia Town Board hereby accepts the \$25.00 donation to the Town of Batavia from Wayne and Grace Grefrath for use of the Kiwanis Park on Sunday, June 5, 2016.

**Second by:** Deputy Supervisor Underhill

**Ayes:** White, Underhill, Michalak, Zambito, Post

**APPROVED by unanimous vote (5-0)**

**Discussion-** Supervisor Post expressed the Town's appreciation.

**RESOLUTION NO. 125:**

Deputy Supervisor Underhill offered the following:

**NETWORK SERVICES**  
**HURRICANE TECHNOLOGIES, INCORPORATED**

**WHEREAS**, Batavia Town Courts credit card system is currently connected through the phone line to process transactions and updates; and

**WHEREAS**, there have been connectivity issues during transactions and updates causing failure to process payments and updates; and

**WHEREAS**, Evalon, the credit card merchant, suggested connecting the credit card system to the internet to avoid these issues; and

**WHEREAS**, Hurricane Technologies, Incorporated submitted a proposal of \$273.36 to add the system to the internet network connection.

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes Hurricane Technologies, Incorporated, Avon, New York to add the credit card system to the internet network connection at a cost of two hundred seventy-three dollars and thirty-six cents (\$273.36); and be it further

**RESOLVED**, the Supervisor is hereby authorized to execute the acceptance of proposal, a copy of which is annexed hereto and made part of the Town Board Minutes; and be it further

**RESOLVED**, the expenditure will be appropriated from line items A1110.401 and A1110.402.

**Second by:** Councilman Zambito

**Ayes:** Underhill, Zambito, White, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 126:**

Supervisor Post offered the following:

**TOWNLINER ROAD WATER PROJECT**  
**SEPTIC SYSTEM DAMAGE CLAIM**

**WHEREAS**, the Town's contractor for Contract B of the Townline Road Water Project damaged an unmarked private sewer line; and

**WHEREAS**, David Whitcroft of the Genesee County Department of Health would not allow a repair of the pipe since the overall system did not meet the new standards; and

**WHEREAS**, the Town Engineer has worked with the property resident (now owner) and the Genesee County Health Department; and

**WHEREAS**, the Town Engineer solicited proposals for full replacement of the private system on behalf of the owner for purposes of determining a fair value of claim reimbursement by the project to the property owner; and

**WHEREAS**, the Town Engineer has determined a fair value to be half of the cost of the low proposal obtained, which was \$3,400 (total cost \$6,800).

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the cash settlement payment in the amount of \$3,400 to property owner (Joseph Fite) located at 7733 Oak Orchard Road. Amount to be paid from the HS Capital Project fund.

**Second by:** Deputy Supervisor Underhill

**Ayes:** Post, Underhill, Michalak, Zambito, White

**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 127:**

Councilwoman Michalak offered the following:

**BID AWARD  
WEST MAIN SEWER PUMP STATION NO.1 UPGRADE**

**WHEREAS**, the Town of Batavia received bids on May 27, 2016 for the procurement of equipment and materials to be used in the upgrade to the West Main Sanitary Sewer Pump Station No. 1; and

**WHEREAS**, Fluid Kinetics, Inc., was the lowest (and only) responsible bidder at a cost of Sixty-six thousand eighty-six dollars and no cents (\$66,086.00); and

**WHEREAS**, Fluid Kinetics, Inc., has provided the equipment and materials for the past four pump station projects and are therefore qualified; and

**WHEREAS**, Clark Patterson Lee has completed a review of the low bidder (attached); and

**WHEREAS**, the Town Engineer has reviewed the same and due to only one bid provided, compared the pricing to the four other project which Fluid Kinetics completed and this bid was found to be in line with each of those projects and therefore also recommends award of the contract to Fluid Kinetics, Inc.

**NOW THEREFORE BE IT**

**RESOLVED**, the Batavia Town Board hereby awards the bid to Fluid Kinetics, Inc. at a cost of Sixty-six thousand eighty-six dollars and no cents (\$66,086.00) for equipment and materials for the West Main Sewer Pump Station No.1 upgrade project; and

**BE IT FURTHER RESOLVED**, the Batavia Town Board hereby authorizes the Supervisor to execute an agreement with Fluid Kinetics, Inc.

**Second by:** Councilman Zambito

**Ayes:** Michalak, Zambito, White, Underhill, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 128:**

Councilman Zambito offered the following:

**FIXED BASED METERING PROJECT CONSULTANT AGREEMENT  
WITH RICHARD SUTHERLAND**

**WHEREAS**, the Town of Batavia is considering a fixed based metering capital project; and

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**WHEREAS**, The Town Engineer needs assistance with the following services:

1. Procuring a Fixed Based Meter Reading System and Vendor. Including:
  - a. Evaluation of a minimum of three vendors
  - b. Inventory of our current facilities
  - c. Procurement documents
  - d. Project management
  - e. Vendor/System performance monitoring
  - f. Development of an Operations Procedure Manual for Meter Reading and Billing of the new system

; and

**WHEREAS**, the Town Engineer solicited Richard Sutherland, a Consultant; and

**WHEREAS**, the Town Engineer has reviewed and finds acceptable, the consultant's experience, availability, and skill set (see attached memorandum).

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Town Board of the Town of Batavia, New York, authorizes the hiring of Consultant Richard Sutherland for the services listed above at an hourly rate of \$45/hour and at a not-to-exceed cost of \$9,600; and be it

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

**Second by:** Councilwoman White

**Ayes:** Zambito, White, Underhill, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**AGREEMENT BETWEEN**  
**RICHARD SUTHERLAND**  
**AND**  
**TOWN OF BATAVIA**

The above parties hereby enter into this agreement, where,

Richard Sutherland, working as an independent contractor/consultant shall provide the following service:

2. Procuring a Fixed Based Meter Reading System and Vendor.

The project shall include at a minimum the following tasks:

**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

- a. Evaluation of a minimum of three vendors
  - b. Inventory of our current facilities
  - c. Procurement documents
  - d. Project management
  - e. Vendor/System performance monitoring
  - f. Development of an Operations Procedure Manual for Meter Reading and Billing of the new system
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 \$45.00 per hour with a not-to-exceed cost of \$9,600. The scope of work may be periodically adjusted as mutually agreed. Work completed is to be billed and paid monthly, together with approved, additional charges and reimbursable expenses, i.e.: reproduction costs, supplies, replacement equipment, certifications, mileage and mailings.

Richard Sutherland shall maintain adequate insurance as determined by the Town. The term of this agreement shall be in force until December 31, 2017 unless terminated by either party upon thirty (30) days written notification thereof.

Signed,

---

Gregory H. Post, Town Supervisor

Dated

---

Richard Sutherland

Dated

**RESOLUTION NO. 129:**

Councilwoman White offered the following:

**2016 JOINT YOUTH COMMISSION PARTICIPATION –  
PEMBROKE SCHOOL DISTRICT**

**RESOLVED**, the Batavia Town Board hereby authorizes the Town of Batavia to participate in the 2016 Joint Youth Commission with the Pembroke School District, Towns of Batavia, Pembroke, and

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

Darien, and the Village of Corfu.

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

**REMOVED FROM TABLE:** Motion Councilwoman Michalak, second by Councilman Zambito to remove from table resolution to adopt local law 2 of 2016 to amend zoning map.

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

**RESOLUTION NO. 130:**

Deputy Supervisor Underhill offered the following:

**RESOLUTION ADOPTING LOCAL LAW No. 2 of 2016**

**WHEREAS**, proposed Local Law No. 2 of 2016 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 April 20, 2016, 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 May 18, 2016, 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. 2 of 2016 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. 2 of 2016, 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. 2 of 2016 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. 2

**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

of 2016 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 Zambito

**Ayes:** Underhill, Zambito, White, Michalak, Post

**APPROVED by unanimous vote (5-0)**

**RESOLUTION NO. 131:**

Supervisor Post offered the following:

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

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

- 6 – Dell Keyboards
- 1- 2 port data transfer switch
- 1- Sonic Wall Data Protection CDP 210 SN #0017C5394E37
- 1- Acer Monitor SN #ETL3409004508000BAPQ10
- 1- Sonic Wall Email Security 300 SN #0006B13D, Tag #121
- 1- Dell Vostro, SN #594TRL1, Tag #116
- 1- Dell Optiplex GX620 Computer Tower, SN #4DW6MC1, Tag #56
- 1- Dell Vostro 220 Tower, SN #1YNSGK1, Tag #84
- 1- Sonic Wall Network Security Appliance TZ210, SN #0017C5617182, Tag #145
- 1- Dell Power Edge 2900 Server, SN #CTHSMG1, Tag 68/144
- 1- Linsys 48 Port Smart Switch SN #7QY00G800136
- 1- Panasonic VHS Video Camera SN#L9SA00913
- 1- HP Office Jet J4680 All In One Printer SN #CN9BMD802H
- 1- HP Photo Smart C4180 All In One Printer SN #MY74JH52Y9
- 1- Brother MFC 6490CW Professional Series Printer SN #U62054COF300893
- 1- Dell Monitor SN #CNOF5035641804A3GMQS
- 1- Hanns-G HC194D Monitor SN #623GF3EY03311
- 1- TOA500 Amplifier A512A, SN# 73242422

**WHEREAS**, Hurricane Technologies, Inc. removed erased, and smashed the hard drives from the computers and the sonic wall appliances.

**NOW, THEREFORE, BE IT**



**JUNE 22, 2016**  
**REGULAR TOWN BOARD MEETING**

**RESOLVED**, the Batavia Town Board hereby declares the aforementioned equipment of no value to the Town and authorizes the Town Clerk to dispose of such and directs the bookkeeper to remove the items from the Town's inventory.

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

**RESOLUTION NO. 132:**

Councilwoman Michalak offered the following:

**TOWN HALL INTERIOR ROOM IDENTIFICATION SIGNAGE  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT**

**WHEREAS**, to comply with the ADA act, the Town Hall public rooms need to be identified with braille signage; and

**WHEREAS**, the Town received two proposals; and

**WHEREAS**, John's Studio was the lowest proposal at a cost of \$1,097.00 (proposal attached);  
and

**WHEREAS**, the Batavia Town Board intends to accept this proposal.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Batavia Town Board hereby authorizes the purchase and installation of interior signage and ADA compliant interior signage from John's Studio, 56 Harvester Avenue, Batavia, New York for the Batavia Town Hall at a cost not to exceed \$1,097.00; and be it further

**RESOLVED**, the Supervisor is hereby authorized to execute any documents necessary for this purchase; and be it further

**RESOLVED**, the expenditure will be appropriated from line item A1620.404.

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

**Abstract No. 6-2016:** Motion Councilman Zambito, second Councilwoman White to authorize the Supervisor to pay the following vouchers:

**JUNE 22, 2016  
REGULAR TOWN BOARD MEETING**

General	\$47,678.80
Highway	128,030.76
Sewer No. 1	12,067.93
Sewer No. 2	19,269.01
Water	56,833.34
Townline Joint	210,380.26
West Main Sewer	2,370.00
Southwest Water	1,190.50
Ellicott Trail	8,984.44
Sewer Capacity Purchase	1,025.57
Pratt water	36,165.64
<b>Total</b>	<b>\$523,996.25</b>

Check numbers 16940 – 17026, SM 1079 – 1082, ACH: \$37,109.37, Online: \$6,095.21

**Ayes:** Zambito, White, Underhill, Michalak, Post

**MOTION CARRIED by unanimous vote (5-0)**

**DEPARTMENT REPORTS:**

**Building Inspector** reported on the following:

**Supervisor's Report:**

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

**COMMUNICATIONS:**

**The Town Clerk reported on the following:**

**May Town Clerk monthly report collected a total of \$6,676.71, remitted \$5,918.62 to the Supervisor for the Local Share.**

**NYS Public Service Notice-** Received a NYS Public Service Commission notice that there will be Public Hearings regarding National Fuel Gas Distribution Corp gas delivery rates increases.

**ADJOURNMENT:**

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

**Ayes:** Zambito, White, Underhill, Michalak, Post

**MOTION CARRIED by unanimous vote (5-0)**

Respectfully submitted,

Teressa M. Morasco  
Town Clerk