

# **Town Board Meeting**

## **At the Village Hall**

### **Joint Session with the Village Of Bergen Trustees**

#### **Preliminary Agenda**

**6:30 PM, Wednesday, September 26, 2018**

#### **I. Call to Order 6:30 pm**

#### **II. Agendas per schedule of Village Trustees for Town, joint, and Village Sessions**

#### **III. Approval of meeting Minutes for- Sept. 11, 2018 and Aug. 28<sup>th</sup>, 2018**

#### **IV. Communications included with this agenda:**

1. Mercy EMS Report for August 2018
2. E-Mail from Felipe Oltramari, Director of Genesee County Planning re; NY Green Meeting on 10/29/18 7-9 at Leroy Mason Building- more info to come
3. Supervisor's e-mail of 9/16 to Legislator Bausch regarding opposition to Sales Tax Allocation Agreement
4. Copy of the proposed Amended and Restated Sales Tax Allocation Agreement between the County of Genesee and the City of Batavia
5. Draft Sexual Harassment Policy for Town of Bergen
6. E-mail to ZEO-CEO of 9/4/18 and comparison chart of Building and Zoning Fees
7. Bid tally for new HVAC at Town's 13 S. Lake Ave. building
8. Fire Department proposed budget as of 9/19 and related financial information as provided by Eric Wies in his e-mail of 9/11.
9. Triple OOO quote to fix air conditioner unit at town hall on Hunter Street.
10. Letter of interest in Board of Assessment Review position from Amy L. Seward Stacy

#### **V. Board Members' items for addition to the agenda**

#### **VI. Reports:**

- Supervisor
- Clerk
- Board Members
- Zoning / Code Enforcement:- List of Vacant Homes/commercial properties -follow up-certified Letters to property owners
- Discussion of potential of new Zoning and Building Fees
- Highway- 2019/20 State Contract for Plowing
- Old town barn- Update on status of claim

#### **Committees**

- Building, Grounds, and Facilities- 2019 Contract for HVAC maintenance
- Cemeteries
- Parks -Park Renovations- - Update on timeline and activities for renovations-
- List of items to be purchased by 12/31

- Local History & Museum- Update on Inventory of items in collection
- Policy and Personnel
- Village /Town- Update on Emergency Preparedness Book

#### **VII. Old Business:**

- Discussion of Town Engineer proposals- Next steps
- Set last meeting date in December and Re organizational Meeting for Jan.

#### **-Proposed Water District #4**

Update on activities for submission of application to USDA (RD) for funding (Grant and loan) for proposed water district #4- Grant Application

- **Vacant Building-** discussion and plan for follow up to vacant property list –certified letter to Property owner regarding violations. Discussion of potential local law(s) For town to have work done (lawn/property maintenance) and charge to the Property owner or place on property tax.

#### **VII. New Business**

- Discussion on Proposed County Amended and Restated Sales Tax Allocation Agreement Between the County of Genesee and the City of Batavia
- Proposed Town of Bergen Sexuality Harassment Policy
- Approval of Bid for new HVAC system at the Town building at 13 S. Lake Ave.
- Approval of quote for HVAC work at the Town Hall on Hunter Street.
- Appointment of Amy Stacy to vacancy on the Board of Assessment Review

#### **VIII. Meeting Dates:**

- Regular Meeting Tuesday, October 9<sup>th</sup>, 2018 at 7 pm in the Courtroom –with audit of bills at 6:45pm
- Budget Workshop 10/13/18 at 9 am in Town Hall
- County NY Green meeting- Tentative 10/29 7-9 pm at Leroy Mason Hall.

#### **XI. Adjournment**

**DRAFT**

**SEPTEMBER 11, 2018 BERGEN TOWN BOARD REGULAR MEETING**

The Bergen Town Board convened in a regular session at 7:00 pm in the Town Hall with Deputy Supervisor Cunningham presiding.

**PRESENT:**

Deputy Supervisor Donald Cunningham  
Councilwoman Belinda Grant  
Councilwoman Anne Sapienza  
Councilman James Starowitz

**ALSO PRESENT:**

Michele M. Smith, Town Clerk  
Mike Johnson, Highway Superintendant  
Dave Mason, ZEO/CEO

**ABSENT:**

Supervisor Ernest Haywood  
Councilman Mark Anderson

**OTHER ATTENDEES:**

Eileen Mason

**PRAYER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**MINUTES:** approval of the minutes of August 28<sup>th</sup> is tabled until next meeting for a quorum due to Councilman Starowitz absence from the last meeting.

**COMMUNICATIONS:**

Supervisor Report for July 2018  
Summary Spreadsheets for July 2018  
Town Clerk's Report for July 2018  
ZEO/CEO Report for July 2018

**REPORTS:**

**TOWN CLERK:** HVAC unit for the Courtroom had another leak last week in a different location as repaired in June.

**ZEO/CEO:** Hank Parker Tents should be at the next Planning board meeting for site plan review for Apple Tree Acres; 3 Junk yard permits for approval - Councilwoman Sapienza isn't comfortable approving Demo's Truck Parts and Metalico's Junkyard Permits she feels they aren't in compliance. *Councilwoman Sapienza made a motion to approve Tony Cole's Junkyard Permit; seconded by Councilwoman Grant and carried by a vote 3-0.*

**HIGHWAY/SOLID WASTE:** A5110.4 line item is over budget- will work with Clerk Smith and review reports; started on Robins Brook Park today; question about road work in Apple Tree Acres due to Hank Parker Tent driveway – Deputy Supervisor Cunningham said County is responsible and ZEO/CEO said they moved the driveway and no work is needed.

**TOWN CLERK'S AUGUST REPORT:** *Councilwoman Sapienza made a motion to file the Town Clerk's August 2018 report; seconded by Councilwoman Grant and it carried by a vote 3-0.*

**SUPERVISOR AUGUST REPORT:** *Councilwoman Grant made a motion to file the August 2018 Supervisors Report; seconded by Councilman Starowitz and it carried by a vote 3-0.*

**COMMITTEES:**

**Building Committee:** budget was worked on

**Parks/Transfer Station:** Genesee Valley BOCES is working on Kiosk and may be done by the end of October

**Local History & Museum:** Nothing to report

**Village/Town:** Emergency Preparedness book – will get information at Joint meeting with Village

**OLD BUSINESS:**

**County Sales Tax Agreement** *Councilwoman Grant made a motion to add the proposed County Sales Tax Agreement to the agenda; seconded by Councilman Starowitz and carried by a vote 3-0.* Discussion of the Town Board was not in favor of the agreement locking sales tax revenue at the 2018 rate and frozen for 40 years making it more favorable to the City of Batavia and Genesee County.

**BILLS:** The bills were presented for audit and totaled General A Fund \$11,275.11; General B Fund \$10,504.23; Highway DB \$4,609.59; PA-A \$3,122.32 and PA-DB \$3,831.52. *Councilman Starowitz made a motion to pay the August bills; seconded by Councilwoman Sapienza and it carried by a vote 3-0.*

**NEXT MEETING:** Wednesday, September 26, 2018 at 6:30 pm Joint meeting at the Village Office  
**Budget Workshops** 9/22 and 10/13 at 9:00 am in the courtroom

**ADJOURNMENT:** *Councilwoman Sapienza made a motion to adjourn at 7:32 pm; seconded by Councilwoman Grant and carried by a vote 3-0.*

Respectfully submitted,

*Michele M. Smith*

Michele M. Smith,  
Town Clerk

**DRAFT**

**AUGUST 28, 2018 BERGEN TOWN BOARD REGULAR 2<sup>ND</sup> MEETING**

The Bergen Town Board convened in a regular session at 7:00 pm in the Town Hall with Councilwoman Grant preceding.

**PRESENT:**

Supervisor Ernest Haywood (Arriv. 7:26)  
Councilwoman Belinda Grant  
Councilwoman Anne Sapienza  
Councilman Mark Anderson

**ALSO PRESENT:**

Michele M. Smith, Town Clerk  
Mike Johnson, Highway Superintendent  
Joe Nenni, Justice

**ABSENT:**

Councilman James Starowitz

**PRAYER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**MINUTES:** *Councilwoman Sapienza made a motion to approve the minutes of August 14, 2018; seconded by Councilman Anderson and carried by a vote 3-0.*

**COMMUNICATIONS:**

Mercy EMS Report for July

Architect Agreement for the renovations to the Town building at 13 S. Lake Ave.

Copy of 2017 Uniform code supplement

Copy of the Village of Bergen's grass and weed law and property maintenance law

Resolution for Town Court Justice Assistance Program Grant Application

Proposed County Sales tax agreement

**REPORTS:**

SUPERVISOR: Nothing to report

TOWN CLERK: Noting to report

HIGHWAY/SOLID WASTE: roadwork; after labor day holiday start walking path at Robins Brook park; glazing around windows at old garage has asbestos.

ZEO/CEO: Nothing to report

**COMMITTEES:**

Building Committee: Asbestos removal at 13 S. Lake Ave. *Councilwoman Sapienza mad a motion to approve the bid from Aurora Environmental for asbestos removal expense of \$1,930.00 for 13 S. Lake Ave.; seconded by Councilman Anderson and it carried by a vote 3-0.* HVAC walk through for bids on 13 S. Lake Ave. on 8/21; meeting with historical society about cemeteries.

Parks: met with Barb Johnston about parks grant progress, boot brush station was installed at Drews Nature Center

Local History & Museum: Nothing to report

Policies & Personnel: Nothing to report

Village/Town: Emergency preparedness books Village is waiting on the County

Solar Committee: Nothing to report

**OLD BUSINESS:**

Proposed Water District #4: Update on activities for submission of application to USDA Rural Development for funding.

Solar Exemption: Nothing to report

Vacant Building Law: Nothing to report

Proposed County Sales tax agreement freezing at 2018 level for 40 years, there will be further discussion at the Joint meeting with Legislator Bausch

**NEW BUSINESS:**

Town Court Justice Assistance Program Grant *Councilwoman Sapienza made a motion to offer resolution #17-2018 for the JCAP Grant Application by Justice Nenni; seconded by Councilman Anderson and it carried by a vote 3-0.*

**RESOLUTION #17--2018  
AUTHORIZING THE TOWN OF BERGEN COURT JUSTICE  
ASSISTANCE PROGRAM GRANT APPLICATION**

**WHEREAS**, Purchase, Smart Board, Smart Board Flat Panel cart and Cardiac Science Package for the Town of Bergen Court in the Bergen Town Hall at 10 Hunter St. in the Town of Bergen.

**NOW, THEREFORE, BE IT RESOLVED** Bergen Town Supervisor authorizes the Bergen Town Court to apply for **JUSTICE COURT ASSISTANCE PROGRAM GRANT**, Smart Board, Smart Board Flat Panel cart and Cardiac Science Package, requesting the maximum amount available.

Town Engineer Proposals Tabled for further discussion

Joint meeting with Village Trustees Councilwoman Sapienza made a motion to change the September 25<sup>th</sup> meeting to September 26<sup>th</sup> at 6:30 pm for a Joint meeting with the Village Trustees at the Village Office; seconded by Councilman Anderson and it carried by a vote 3-0.

Yearend and Re-organizational Meetings Dates Tabled for more input from absent members

**NEXT MEETING:** Tuesday, September 11, 2018 at 7:00 pm in the Courtroom with audit of the bills at 6:45 p.m.

Joint meeting with Village Trustees 9/26/18 at 6:30 at the Village Office

Budget Workshop - 9/22/18 at 9:00 am at the Town Hall

Budget Workshop - 10/13/18 at 9:00 am at the Town Hall

**Exertive session** Councilman Anderson made a motion to enter into Executive Session at 7:34 pm to discuss for an undisclosed reason; seconded by Councilwoman Sapienza and carried by a vote 4-0. Councilwoman Sapienza made a motion to exit Executive Session at 7:49 pm; seconded by Councilwoman Grant and carried by a vote 4-0.

**ADJOURNMENT:** Councilman Anderson made a motion to adjourn at 7:50 pm; seconded by Councilwoman Grant and carried by a vote 4-0.

Respectfully submitted,

*Michele M. Smith*

Michele M. Smith,  
Town Clerk

**FD GEN BERGEN**

Trip Date IS BETWEEN 08/01/2018 AND 08/31/2018; AND Call Types IS A-MEMS 911 Response 1st Unit OR A-MEMS Squad Resp 1st Unit; AND Initial Priorities IS 911 EMERGENCY

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
<b>FD GEN BERGEN</b>				
<b>Response Zone:GEN BERG 17</b>				
03:00 - 03:59	1	1	17%	17%
09:00 - 09:59	2	3	33%	50%
14:00 - 14:59	1	4	17%	67%
17:00 - 17:59	1	5	17%	83%
18:00 - 18:59	1	6	17%	100%
<b>Total Calls:</b>	6	6	100%	
<b>Response Zone:GEN BERG 22</b>				
12:00 - 12:59	1	1	25%	25%
18:00 - 18:59	1	2	25%	50%
21:00 - 21:59	1	3	25%	75%
25:00 - 25:59	1	4	25%	100%
<b>Total Calls:</b>	4	4	100%	
<b>Call Source Total Calls:</b>		<b>10</b>		

**supervisor@bergenny.org**

---

**From:** Felipe Oltramari [Felipe.Oltramari@co.genesee.ny.us]  
**Sent:** Friday, September 14, 2018 12:08 PM  
**To:** Anna Marie Barclay (ambarclay@villageofbergen.com); Ernest Haywood (supervisor@bergenny.org)  
**Subject:** NY Green Workshop

Mayor Barclay and Supervisor Haywood,

NY Green will be putting on a workshop for Planning/Zoning Board members October 29, 7-9 PM tentatively scheduled at the Mason's lodge in LeRoy.

This workshop is targeted to LeRoy/Byron/Bergen (these communities included Green Genesee in their recent Comp Plan Updates) and will feature the services available to municipalities through NY Green.

We will also discuss the next phase of Green Genesee Smart Genesee (we were just awarded \$200k for the next phase). I wondered if you could help us get a good turnout from your boards. The workshop will count as training credits as well. Let me know your thoughts, thanks

-Felipe

**Felipe A. Oltramari AICP CNUa**  
Director  
Genesee County Department of Planning  
3837 West Main Street Road  
Batavia, NY 14020-9404  
[Felipe.Oltramari@co.genesee.ny.us](mailto:Felipe.Oltramari@co.genesee.ny.us)  
(585) 815-7901  
(585) 345-3062 (fax)  
On the web at: [www.co.genesee.ny.us/departments/planning](http://www.co.genesee.ny.us/departments/planning)

--

NOTICE: The information contained in this message and any documents, files, previous messages or other information attached are intended for the recipient only and may be protected from disclosure. If the reader of this message is not the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.



**From:** supervisor@bergenny.org  
**Sent:** Sunday, September 16, 2018 11:10 AM  
**To:** Robert Bausch  
**Cc:** Mark Anderson; asapienza@bergenny.org; bgrant@bergenny.org; James Starowitz; Donald Cunningham  
**Subject:** Proposed Sales Tax Agreement

Bob,

I am writing to express my disagreement with the proposed Sales Tax Allocation Agreement. I ask, as this agreement will cause financial distress for the residents of the town of Bergen, that you vote no for this agreement. This agreement pushes the fiscal responsibility of the county off on the towns and villages.

I fully understand the financial situation the County is under as a result of the state mandating a new jail. I also understand the state is not providing additional funding for the jail and they are holding the county hostage with the threat of the loss of "raise the age funding", if the county exceeds the tax cap to raise funds to build a new Jail. With that being said, two wrongs don't make it right. The county should not pass the costs of the Jail onto the backs of the municipalities through the withholding of sales tax.

As you are aware, the agreement holds the amount of sales tax sharing to the 2018 level unless there is a decrease in future years at which time the amount would be lowered below the 2018 level. The length of the proposed agreement is for forty years. This loss of potential new sales tax revenue, over the next 40 years as well as the risk of additional cuts in sales tax revenue will have a sever negative effect on the town. We will be forced to raise property tax and have to consider cutting services to balance our budget.

I am wondering if the county consider any of the following alternatives:

- 1) Seek legislative support for either a law or regulatory change to the tax cap methodology to remove capital debt from the tax cap calculations. It is my understanding that for school districts their tax cap calculations exclude debt costs. Has the county banded together with other counties and the Association of Counties to seek legislative relief on this issue.
- 2) Seek legislative support for a bill requiring the state to pay for mandates of a new jail.
- 3) Looked at the jail usage and determine if the amount withheld from sales tax is related to the proportion of residents from a town or the City who use the jail. Perhaps studying the addresses of the people who use the jail for the past ten years or so , would provide the basis for a formula that reduces sales tax based upon usage.
- 4) Can the county cut operating cost to offset the cost of the jail debt services? What is the amount the county would have to cut to not cause the jail debt cause the county to exceed the tax cap limit?

I am very concerned and wonder why the city of Batavia is in line to have increases, when all other municipalities will have decreases. I wonder the percentages of people who use the jail are from the City of Batavia vs. the other municipalities in the county. Shouldn't we all share equally in the cost and loss?

I appreciate your voting no on this tax agreement and also appreciate the county working with GAM to come up with alternatives that won't have such a negative impact on your constituents who live in the town of Bergen.

I look forward to your response.

Thanks

**AMENDED AND RESTATED SALES TAX ALLOCATION AGREEMENT  
BETWEEN THE COUNTY OF GENESEE AND THE CITY OF BATAVIA**

**THIS AMENDED AND RESTATED AGREEMENT** (hereinafter "current Agreement") made the \_\_\_\_\_ day \_\_\_\_\_, 2018, by and between the County of Genesee, a municipal corporation of the State of New York, with offices located at the Old Courthouse, 7 Main Street, Batavia, New York, 14020 (hereinafter "County"), and the City of Batavia, a municipal corporation of the State of New York with offices located at One Batavia City Centre, Batavia, New York 14020 (hereinafter "City").

**WITNESSETH:**

**WHEREAS**, the Parties have recognized in the past and continue to recognize that it is in the best interest of the County and the City, and all of the citizens thereof, to provide for a sharing of sales tax revenue in a manner that stabilizes the sales tax income of the City, and

**WHEREAS**, in furtherance of this stabilization process, the County and City have previously entered into several contracts regarding this issue, and

**WHEREAS**, one of these contracts previously entered into by the parties was in a document entitled "Agreement Sales Tax Allocation County of Genesee and City of Batavia", dated December 31, 2007, (hereinafter "2007 Agreement") which expired on February 28, 2018, and

**WHEREAS**, the parties subsequently entered into a "Sales Tax Allocation Amended Agreement Between the County of Genesee and the City of Batavia", dated June 19, 2017, (hereinafter "2017 Amended Agreement"), which extended the length of the 2007 Agreement until December 31, 2018, with all of the other terms and conditions set forth in the 2007 Agreement remaining in full force and effect until the latter termination date, and

**WHEREAS**, the Parties hereto wish to enter into the current Agreement pursuant to subdivision c of Section 1262 of the Tax Law of the State of New York, in order to continue to provide for the sales tax allocations as set forth herein.

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

**FIRST:** The County shall, during the term of this current Agreement, have the exclusive authority to impose all of the taxes described in Articles 28 and 29 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210(a) and 1224(p) of said Law and at a rate of three percent (3%) and one percent (1%) respectively, and shall not set aside any part thereof for County purposes or educational purposes, except as otherwise provided in the current Agreement.

**SECOND:** The City, during the term of the current Agreement, shall refrain from imposing any of the taxes described in Article 28 of the Tax Law, effective January 1, 2019.

**THIRD:** The net collections of all sales tax received by the County shall be allocated and distributed as follows:

- A. All of such monies not allocated as set forth below to the City of Batavia, shall be set aside for County purposes and shall be available for any legitimate County purposes, with no allocation to be made for the area outside of the City of Batavia.

- B. In the event that the annual total countywide sales tax net collections increases in any amount as compared to the immediate preceding year, the County will pay to the City an annual sales tax allocation payment amount determined as follows: 1) calculate the County's total percentage increase in countywide sales tax net collections, then 2) multiply the total dollar amount of the sales tax allocation payment made to the City by the County in the immediate preceding year, times this calculated percentage increase, then 3) add this product to the total dollar sales tax allocation payment amount received by the City in the immediate preceding year; provided further, that the City's total dollar sales tax allocation payment amount shall not increase compared to the immediate preceding year by an amount that exceeds 2.0% in any given year, except as otherwise set forth below.
- C. In the event that the annual total countywide sales tax net collections decreases in any amount as compared to the immediate preceding year, the County will pay to the City an annual sales tax allocation payment amount determined as follows: 1) calculate the County's total percentage decrease in countywide sales tax net collections, then 2) multiply the total dollar amount of the sales tax allocation payment made to the City by the County in the immediate preceding year, times this calculated percentage decrease, then 3) subtract this product from the total dollar sales tax allocation payment amount received by the City in the immediate preceding year; provided further, that there shall be no maximum cap in the percentage decrease of the City's total dollar sales tax allocation payment amount in any given year, except as otherwise set forth below.
- D. Notwithstanding any of the foregoing provisions above, in any given year, the City's total dollar sales tax allocation payment amount as compared to the total dollar amount of the sales tax net collections received countywide by the County in this same year, shall not be less than 14.0%.
- E. The City's base year of 2018 was calculated using the previous contract allocation of 16% of sales tax net collections received countywide in the calendar year Jan 1, 2018 through December 31, 2018.

**FOURTH:** The implementation of the distributive formula contained in "Third" above is contingent upon agreement by the City not to pre-exempt the sales tax imposed by the County during the term of this current Agreement.

**FIFTH:** The term of this current Agreement shall be forty (40) years commencing on January 1, 2019 and ending on December 31, 2058.

**SIXTH:** That on or before the first day of July, 2056, the Genesee County Legislature shall cause a committee to be convened consisting of members of the County Legislature and members of the City Council, which committee shall recommend to the Legislature and the City Council whether or not to amend, modify or extend this current Agreement for an additional term.

**SEVENTH:** The Legislature and the City Council thereafter, and prior to July 1, 2058, shall, by resolution, notify the other body that it intends, at the end of the term or any extension thereof, to terminate, amend or modify this current Agreement.

**EIGHTH:** Within the time frames set forth herein and the statutory notice requirement in Articles 28 and 29 of the Tax Law, this current Agreement may be modified, terminated or otherwise amended in the event that both the City Council and the County Legislature, by formal resolution, mutually agree to do so. Neither party may do so unilaterally. Any such modification, termination or amendment must be reduced to writing, executed by such officers of each body as they shall respectively designate and be approved by the Office of the State Comptroller as set forth below.

**NINTH:** This current Agreement shall be interpreted pursuant to the laws of the State of New York, and any action or proceeding brought to enforce any provisions hereof, shall be venued in Genesee County.

**TENTH:** The prior aforesaid 2007 Agreement and 2017 Amended Agreement between the parties are hereby replaced in their entirety, and upon execution of this current Agreement, these two prior documents shall be null and void.

**ELEVENTH:** The current Agreement may be executed in counterparts, each of which may be deemed as an original, and all of which taken together, shall constitute one Amended and Restated Agreement binding upon both parties.

**TWELTH:** This current Agreement is subject to the approval of the State Comptroller of the State of New York as set forth in section 1262(c) of the Tax Law.

**IN WITNESS WHEREOF,** the parties have signed this current Amended and Restated Agreement the day and year first written above.

**CITY OF BATAVIA**

By: \_\_\_\_\_  
Eugene Jankowski Jr.  
President, City Council

**COUNTY OF GENESEE**

By: \_\_\_\_\_  
Robert Bausch  
Chairman, County Legislature

**#-2018**

**A RESOLUTION ENTERING INTO AN AMENDED AND RESTATED SALES TAX ALLOCATION-AGREEMENT WITH THE COUNTY OF GENESEE**

**Motion of Councilperson**

**WHEREAS**, the City Council by resolution adopted December 31, 2007 authorized the President of City Council to execute the Sales Tax ("Agreement") between the City of Batavia and County of Genesee; and

**WHEREAS**, paragraph Five of the Agreement provides that the current term is ten (10) years, running from March 1, 2008 through February 28, 2018; and

**WHEREAS**, this Agreement was further extended by resolution adopted February 9, 2017 an additional ten (10) months through December 31, 2018; and

**WHEREAS**, paragraph Six of such Agreement provides for formation of a committee with members of the County Legislature, City Council and elected officials of Villages and Towns in Genesee County to recommend to the Legislature and City Council whether to amend, modify or extend the Agreement for an additional term; and

**WHEREAS**, this committee was formed and has convened as set forth in the sixth paragraph of the Agreement, in order to make a recommendation to the Legislature and the City Council as to whether or not to amend, modify or extend the Agreement for an additional term, and

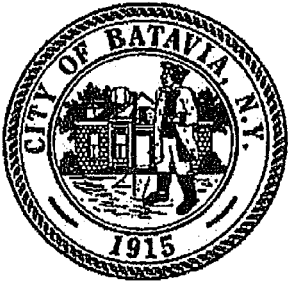
**WHEREAS**, this committee has met numerous times, and has in fact recommended to the Legislature and the City Council that the Agreement be extended for a period of 40 years as outlined in the "Amended and Restated Sales Tax Allocation Agreement Between the County of Genesee and the City of Batavia"; and

**WHEREAS**, paragraph Seven of such Agreement states that within the time frames set forth herein and the statutory notice requirements in Articles 28 and 29 of the Tax Law, the Agreement may be modified, terminated or otherwise amended in the event that both the City Council and the County Legislature, by formal resolution, mutually agree to do so. Neither party may do so unilaterally. Any such modification, termination or amendment must be reduced to writing, executed by such officers of each body as they shall respectively designate and approved by the Office of the State Comptroller as set forth above.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby elect to extend the Sales Tax Agreement between the City of Batavia and County of Genesee dated September XX, 2018 effective January 1, 2019 for a period of forty years, from January 1, 2019 and through December 31, 2058, and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council President is authorized to execute an Amended and Restated Sales Tax Allocation Agreement between the County of Genesee and the City of Batavia through December 31, 2058.

**Seconded by Councilperson  
and on roll call**



# City of Batavia

## *Memorandum*

**To:** Honorable City Council  
**From:** Matt Worth, Interim City Manager  
**Date:** September 3, 2018  
**Subject:** Sales Tax Agreement with Genesee County

### **History**

The City of Batavia and Genesee County first entered into a sales tax agreement in 1999 as part of a larger plan to increase and extend public water supply to various targeted areas within the County. The expectation being that with the expansion of public water, economic growth would be promoted throughout the County. The City would be the “hub of the wheel” with an existing water supply that could be utilized, and also as the population center containing much of County government, Financial Institutions, and Medical Services that would be the central services to support this growth. It was also understood that the City was essentially “built out” and that the resulting growth would not benefit the City under the current preemption of sales tax that had been taking place. A shared percentage of total County sales tax was the agreement that was entered into and has been a successful model ever since.

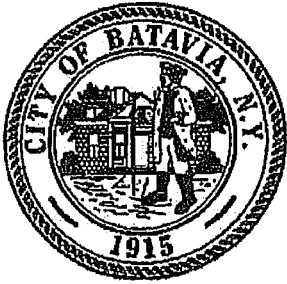
The agreement allowed for the City to receive 16% of the County’s share of sales tax, 50% to remain with the County and 34% to be shared with the remaining municipalities throughout the County. This agreement was extended, in this format, in 2007 for a ten-year period, and extended an additional 10 months in 2017 with an expiration of December 31, 2018.

### **Transition out of Existing Agreement**

In 2016 Genesee County notified the City that it was not willing to renew the sales tax agreement in its current form. The County referenced pressures to construct a new jail, and replacement of bridges that are in various stages of dis-repair. The County proposed freezing sales tax disbursements at existing levels which would stay flat into the future. The impact to the City would be significant under the proposal, and seemed to be counter to the stated goals of the original agreements. The City, County, and GAM agreed to a sales tax/water agreement subcommittee to review possible solutions in an

**Office of the City Manager**  
**One Batavia City Centre**  
**Batavia, New York 14020**

**Phone: 585-345-6330**  
**Fax: 585-343-8182**  
**[www.batavianewyork.com](http://www.batavianewyork.com)**



# City of Batavia

advisory capacity. The subcommittee charged administrative staff from both the City and County to meet and find acceptable solutions to the sales tax and water issues in an effort to create new agreements. This process resulted in a ten month extension of the agreements until December 31, 2018 to allow the various parties time to find common ground.

## **Transition into New Agreement**

Staff from both the City and County have continued to meet, and have made every effort to understand the concerns and long-term needs of all municipalities involved. These meetings have resulted in several attempts to craft sales tax and water agreements that will allow for expanded water service, continued economic growth and resources for capital expenditures into the future. As is often the case, the teams had to get through a lot of difficult negotiations before finding solutions that both sides felt were acceptable.

## **The New Agreement**

The amended sales tax agreement have been crafted for consideration by City Council and the County Legislature. The agreement allows for the City to receive its current share of sales tax (16%) thru 2018 with an ability for that amount to grow in future years by a maximum of 2% per year. If future sales tax growth exceeds 2% annually, the County will retain the amount above 2% resulting in the City's overall share changing even though the City received additional funds. Assuming that there will be growth above 2% during some years, eventually the City's share of sales tax will become 14% of the total which then removes the 2% maximum growth cap. The City will remain at 14% thereafter for the remainder of the contract.

This agreement allows for the City to continue to share in the total growth of sales tax countywide, while allowing for the County to collect additional funds for capital improvements (bridges and jail, etc.) in good years where sales tax growth exceeds 2%. The 14% floor is an additional safety net for the City to share in good years above 2% once that threshold is reached.

## **Supporting Documentation**

Draft Agreement  
Draft Resolution

**Office of the City Manager**  
One Batavia City Centre  
Batavia, New York 14020

Phone: 585-345-6330  
Fax: 585-343-8182  
[www.batavianewyork.com](http://www.batavianewyork.com)

# Sexual Harassment Policy for All Employers in New York State

## Introduction

The Town of Bergen is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. The Town of Bergen has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Town of Bergen's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with the Town of Bergen, or with a government agency or in court under federal, state or local antidiscrimination laws.

## Policy:

1. This Town of Bergen Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with the town of Bergen.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The town of Bergen has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of Town of Bergen who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee<sup>1</sup> working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or the **Town Supervisor and or Town Board**. Any employee, paid or unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects the Town of Bergen to liability for harm to victims of sexual harassment. Harassers may also be

<sup>1</sup> A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.*



individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.

5. The Town of Bergen will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Town of Bergen will provide all employees a complaint form for employees to report harassment and file complaints.

7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe to their supervisor, department head or **Town Supervisor and or Town Board**

8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be posted prominently in all work locations and be provided to employees upon hiring.

#### **What Is "Sexual Harassment"?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment. Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
  - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging and individual's work;
  - Bullying, yelling, name-calling.

### **Who can be a target of sexual harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.* **Page**

### **Where can sexual harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

### **What is "Retaliation"?**

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

### **Reporting Sexual Harassment**

**Preventing sexual harassment is everyone's responsibility.** The Town of Bergen cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or **department head, Town Supervisor and or the Town Board**. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or **department head, Town Supervisor and or the Town Board**.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.* **Page**

Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required to report such suspected sexual harassment to their supervisor, department head, the town supervisor and or the town board.**

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Complaint And Investigation Of Sexual Harassment**

**All** complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed within 30 days. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.

Investigations will be done in accordance with the following steps:

- Upon receipt of complaint, [person or office designated] will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If complaint is oral, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the oral reporting.
- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;

- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents; A list of names of those interviewed, along with a detailed summary of their statements;
  - A time line of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The final resolution of the complaint, together with any corrective actions action(s). Keep the written documentation and associated documents in the employer's records.
- Promptly notify the individual who complained and the individual(s) who responded of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined below.

## Legal Protections And External Remedies

- Sexual harassment is not only prohibited by Town of Bergen but is also prohibited by state, federal, and, where applicable, local law.
- Aside from the internal process at Town of Bergen, employees may also choose to pursue legal remedies with the following governmental entities **at any time**.

### New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to [*Employer Name*] does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.* Page 6 of 7

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 [appropriate other contact info], [www.dhr.ny.gov](http://www.dhr.ny.gov)

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **United States Equal Employment Opportunity Commission (EEOC)**

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov)

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml)

### **Contact the Local Police Department**

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.



# Complaint Form For Reporting Sexual Harassment

## Town of Bergen

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to your supervisor, your department head, the **Town Supervisor** and or the **Town Board**. Once you submit this form, your employer must follow its sexual harassment prevention policy and investigate any claims.

If you are more comfortable reporting verbally or in another manner, your employer is still required to follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

**For additional resources, visit: [ny.gov/combating-sexual-harassment](http://ny.gov/combating-sexual-harassment)**

### COMPLAINANT INFORMATION

Name:

Home Address: Work Address:

Home Phone: Work Phone:

Job Title: Email:

Select Preferred Communication Method: (please select one)

### SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone: Work Address:

### COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against:

Name: Title:

Work Address: Work Phone: *Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure. Page 2 of 4*



Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

*The last two questions are optional, but may help facilitate the investigation.*

5. Have you previously complained or provided information (verbal or written) about sexual harassment at Town of Bergen? If yes, when and to whom did you complain or provide information?

*Employees that file complaints with their employer might have the ability to get help or file claims with other entities including federal, state or local government agencies or in certain courts.*

6. Have you filed a claim regarding this complaint with a federal, state or local government agency?

Yes No

Have you instituted a legal suit or court action regarding this complaint?

Yes No

Have you hired an attorney with respect to this complaint?

Yes No

*I request that [name of employer] investigate this complaint of sexual harassment in a timely and confidential manner as outlined below, and advise me of the results of the investigation.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Instructions for Employers**

If you receive a complaint about alleged sexual harassment, you must follow your sexual harassment prevention policy by investigating the allegations through actions such as:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

You should create a written document of the findings of the investigation, along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made.

This may be done via email.



**supervisor@bergenny.org**

---

**From:** supervisor@bergenny.org  
**Sent:** Thursday, September 13, 2018 11:43 PM  
**To:** Donald Cunningham  
**Subject:** [FWD: FW: building permits]  
**Attachments:** blank grid (2).docx; blank grid (2).docx

***Ernest Haywood***

Supervisor, Town of Bergen  
10 Hunter St.  
Bergen, NY  
Ph: 585-494-1121  
Fax: 585-494-1372

----- Original Message -----

Subject: [FWD: FW: building permits]  
From: <supervisor@bergenny.org>  
Date: Tue, September 04, 2018 3:18 pm  
To: [zeo-ceo@bergenny.org](mailto:zeo-ceo@bergenny.org)  
Cc: [bgrant@bergenny.org](mailto:bgrant@bergenny.org), [asapienza@bergenny.org](mailto:asapienza@bergenny.org), "Mark Anderson" <[manderson@bergenny.org](mailto:manderson@bergenny.org)>, "James Starowitz" <[jstarowitz@bergenny.org](mailto:jstarowitz@bergenny.org)>, "Donald Cunningham" <[supervisor@bergenny.org](mailto:supervisor@bergenny.org)>

Hi Dave

I have attached a combined comparison list of the building and planning/zoning fees. These charts compare what we have vs. surrounding towns. I note we have not raised our fees in a long time (2004). I have also attached the actual fee sheets from the towns.

You will note that I don't have zoning fees for the towns of Leroy or Stafford and building fees for the town of Elba. Can you get these and add them to the charts attached.

I would welcome your review and recommendation to the full board (perhaps the first meeting in Oct.) regarding raising our fees.

Thanks

***Ernest Haywood***

Supervisor, Town of Bergen  
10 Hunter St.  
Bergen, NY  
Ph: 585-494-1121  
Fax: 585-494-1372

I. BUILDING PERMITS

ITEM	Town of Bergen 1/2004	Town of Byron 1/2018	Town of Elba	Town/Village of Leroy	Town of Stafford 10/16	Comments
<b>A BUILDING PERMIT</b>						
1) 1 and 2 family	.85 per square foot- minimum 225.00 Mobile home/ 145.00	Min. 200. .15 /sq.ft. electric inspections are extra@ 150.00 Temp. c of o 25.00 good for six months		.15 cents / sf .	150.00 .055 cents/sf mobile homes 100.00	
2) Multi family	.85 Per sq. Minimum 265.00	.15 /sq. ft. Min. 200.		2,500.00	Min. 250.00- .065 cents/ sf	
3) Decks	Up to 150 sq. ft. 0 not required 151-350 30.00 351 + 40.00	Without roofs- Up to 0-150 sq. ft. 35.00 151-350 35.00 351 + 60.00			Deck up to 150 sf but not over 3 ft grade 20.00 151-350 35.00 351 + 60.00	
4) Accessory structure, additions, and/or alterations to single story	0-200 no fee -less than 5 ft. 30.00 201-650 40.00 -less than 5 ft. 45.00 651 and up 55.00 2 <sup>nd</sup> story 1,2, multifamily – Building permit + 30.00	0-144 sq. ft. over 5 ft. for habitable dwelling -30.00 Additions and remodeling min. 60.+ .15 cents/sf Accessory structure min. 50.+ .15 cents/sf		.10 cents/sf	Attached 0-150 over 5 ft. from habitable dwellings- 35.00 – less than five feet from habitable structure- 35.00 151-650- 50.00 651 + 75.00	
<b>B INSPECTIONS/ MISC.</b>						
1 Chimney and Solid Fuel	35.00	35. + 35.00 renewal			35.00	
2. Work commenced without a building permit	Permit fee + 25.00	Triple fee		100.00	100.00	
3. Permit renewal-6 months	35.00				40.00	
4. Temp C of ) 6- months	35.00	25.00			50.00	

5. Demolition Permit	0	500-2999 sf 50.00 3000+ 80.00			50.00	
6. Swimming Pool including deck	25.00	20.00		Above 50.00 ln ground 75.00	50.00	
7. Fire and/or safety inspection	30.00 per hour min 1 hour	300 per hour min 1hr.			50.00 min 1 hour	
8. remodeling to habitable space (garages , porches	.65 / sq./ft./ min 70.00	.15 per sf min. 60.00			.65 cents/sf min. of 100.00	
9. Misc. Inspections	40.00/hr. min. 1 hour	1 <sup>st</sup> 10,000 sf= 35.00/hr. min 100.00. Each additional 100 sf 2.00 / sf			Min. of 1 hr. 50.00	
<b>C. COMMERCIAL AND INDUSTRIAL</b>						
1. New Structures 1 <sup>st</sup> 2000 sq. ft.	.65 per sq. min 150.00				130.00	
2. New Structures 2001-10,000 sq. ft.	+ .65/ sq. ft.				+ .065 cents/sf	
3. New Structures Each Additional 1000 sq.	5.00 per 1000 sq.				8.00 per 1000 sq.	
1, Renovation s to existing Structures 1 <sup>st</sup> 2000 sq. ft.	.55 per sq.- Min. 150.00				.55 per sq.- Min. 100.00	
2. Renovations to existing structures 2001-1000 sq.	+ 35 per sq. ft.				+ .40 cents/sf	
3. Renovations to existing Structures Each additional 1000 sq.	4.00 per 1,000 sq.				5.00 per 1,000 sq.	

**II. Zoning Fees**

ITEM	Town of Bergen- 1/2004	Town of Byron 1/18	Town of Elba 1/15	Town/Village of Leroy	Town of Stafford 10/16	Comments
Application for Variance	50.00	100.00	100.00			
Application for Special Use Permit	50.00	100.00	100.00			
Admin Review Fee for Special Use Permits	?	25.00				
Application for Amendments	50.00	100.00				
Public Hearing Fee	50.00	100.00				
Site Plan review	50.00	100.00	100.00			
Application for Certification of Compliance	20.00	50.00	50.00			
Consultant Fee	As incurred for a site plan approval		Code interpretation 100.00			
Mobile home park license	150.00+ 5.00 per site occupied or non occupied. If application and site is in compliance by 12/31, the fee is reduced by 50.00. Minimum fee is 200.00					
Junkyard License Application fee	100.00 -due by 8/31- late fee per month 50.00 Additional inspection fee 50.00. required license is not granted at the		500.00 +100.00 credit			

	time of application for each inspection						
Peddling			100.00 + 50.00 each additional				
Vehicle/traffic			150.00 + 10 each additional day				
Stormwater Management and Erosion Control Fees	50.00 –Application fee. 100.00 permit fee						
Town engineer and/or inspection incurred as a result of reviewing Subdivision Developments or Stormwater management plans	Borne by the developer						
Minor Sub Division Fee	50.00 plus 20.00 per lot	100.00 plus 25.002 additional lot					
Major Sub Division Fee	100.00 plus 20.00 per lot	Same as minor appears	Review 200.00 final 200.00				
Major Subdivision – Final Plat Fee	100.00						
Bulk Land transfer	50.00		100.00				
SEQR			In75.00final review 25.00 final				
Recreation Site waiver Fee-	100.00 for each parcel or equivalent non-residential use						
Returned Check fee	15.00	20.00					
Working without a permit	25.00- plus permit fee.	Triple permit fee					
Swimming Pool/Fee	?				Above ground 50.00 in-ground 75.00		
Fence Fee	?	35.00			30.00		
Pond	?	60.00					
Solar system	?	100.00					
Sign	?	35.00	2.00 per square foot				



Generator	?	35.00	60.00	25.00		
Roof			75.00			
Wood Stove/fire place/furnace				35.00		
Barn/farm building				50.00		
Hot tub/ spa				30.00		
Mobile home				100.00		
Installation in park						

rev 9/15/18  
al

## Bergen Fire Department Budget Report Year 2019

	2018 Budget	\$\$ Change	Percent Change	2019 Budget
<b>Income</b>				
Bergen Town Contract	\$194,635.45	\$12,461.60	6.4%	\$207,097.04
Bergen Village Contract	\$79,498.99	-\$87.38	-0.1%	\$79,411.60
Riga Town Contract	\$26,283.44	\$880.85	3.4%	\$27,164.29
Monroe County Contract	\$8,042.23	\$160.84	2.0%	\$8,203.07
<b>Total Income</b>	<b>\$308,460.10</b>	<b>\$13,415.90</b>		<b>\$321,876.00</b>
<b>% Difference</b>		<b>4.35%</b>		
<b>Expenses</b>				
Administration	\$7,000.00	\$3,000.00	42.9%	\$10,000.00
Air Fill Station Maintenance	\$1,350.00			\$1,350.00
Building Maintenance	\$6,500.00			\$6,500.00
Chief's Fund	\$750.00			\$750.00
Dues (Fire Associations)	\$350.00			\$350.00
Expendable Operating Supplies	\$3,000.00			\$3,000.00
Fire Police	\$2,000.00			\$2,000.00
Fuel	\$8,500.00			\$8,500.00
Insurance - Firematic	\$32,000.00			\$32,000.00
Insurance - Workers Comp	\$29,444.00	-\$1,907.00	-6.5%	\$27,537.00
Insurance - NYS Cancer Law	\$0.00	\$6,250.00		\$6,250.00
Long Term Maintenance	\$13,967.80	\$1,397.20	10.0%	\$15,365.00
Vehicle Replacement	\$97,472.30	\$4,240.70	4.35%	\$101,713.00
OSHA Air Pack	\$3,500.00			\$3,500.00
Physicals & Vaccinations	\$6,000.00			\$6,000.00
Portable Equipment Maintenance	\$1,500.00			\$1,500.00
Communication Equipment	\$1,400.00			\$1,400.00
Rescue Squad	\$5,000.00			\$5,000.00
Safety Equipment	\$25,000.00			\$25,000.00
Training	\$8,500.00			\$8,500.00
Truck Maintenance	\$15,000.00			\$15,000.00
Utilities	\$14,000.00			\$14,000.00
Major Equipment Replacement	\$21,726.00	\$435.00	2.0%	\$22,161.00
Hose Test	\$2,000.00			\$2,000.00
Grant Application & Match Funds	\$2,500.00			\$2,500.00
<b>Total Expenses</b>	<b>\$308,460.10</b>	<b>\$13,415.90</b>		<b>\$321,876.00</b>
<b>% Difference</b>		<b>4.35%</b>		

**Note: Town & Village of Bergen is based proportionally against combined taxable assessment value.**

**From:** Eric Wies [EWies@CPLteam.com]  
**Sent:** Tuesday, September 11, 2018 7:41 AM  
**To:** supervisor@bergenny.org; Anna Marie Barclay  
**Cc:** asapienza@bergenny.org; Mark Anderson; bgrant@bergenny.org; James Starowitz  
**Subject:** RE: 2019 Fire Department budget  
**Attachments:** 2017 Year End.pdf; Long Term Main.pdf; Major Equip.pdf; Vehicle Replace.pdf; 2019 Budget.pdf; July 2018.pdf

Ernie,

I am including the Mayor in on my response, as I think this information would be beneficial to the Village Board as well.

Yes, we will be at the meeting on the 26<sup>th</sup> to present the budget to both Boards.

Attached is the proposed budget for your review. Key items:

1. The proposed Workers Comp from the County is lower than last year by almost \$2,000.
2. We added in a new line for the NYS Cancer law, where we now have to cover \$250 per qualified member starting January 1<sup>st</sup>. We proposed \$6,500 in total.
3. The proposed increased for the Long Term Maintenance, Vehicle Replacement, and Major Equipment Replacement lines are per the attached plans. The plans are based on input from Village and Town Board members.
4. We added in \$3,000 to cover an annual Audit, as we are now required to complete one due to our budget being over \$300,000. The audit will cover the 2018 year.
5. All other lines remain the same as 2018.
6. Big impact this year on the appropriation between the Town and Village due to the assessed valuations, which has been the method used for years to break up the amount. I used \$129,355,767 for the Town and \$44,801,494 for the Village. Let me know if this is not accurate.
7. We have sent the draft budget to Riga, so not sure what comments they may have.

The 2017 year end budget report is attached. A few things to point out:

1. We had an overall surplus of \$18,586.57, which was transferred into our long term vehicle replacement account. This is one of the reasons the proposed % increase for the vehicle replacement plan was adjusted "lower" than previous years, down from 6% to 4.35%.
2. Fuel and utilities were under the projected budget, but these are tough to predict.
3. We did not submit a FEMA grant application in 2017, as the we felt our chances were not very good. We are submitting in 2018 for SCBA's.
4. Insurance premiums were lower than anticipated plus we received a dividend of \$2,517.60. The dividend is not guaranteed every year.

The current 2018 report is attached. A few things to point out:

1. We do have a significant expense this year related to a repair on the ladder truck that was not budgeted, which will be at least \$10,000. This is not shown yet.
2. Administration costs are over budget due to legal fees related to the purchase of the new truck. This will be around \$4,000 over budget.
3. The majority of the remaining amount is related to the long term plan amount (\$128,575.48), which get transferred out at the end of the year.

4. Waiting on invoices for some major items including turn-out gear (\$20k).
5. Any surplus will be transferred to long term account(s), but with the expense in #1 above, we don't anticipate much.

I also attached the most current long term plans. Comments:

1. Vehicle Replacement - With the fleet consolidation (sold 2 trucks and purchased 1) and the addition of the funds from 2017, we reduced the increase from 6% to 4.35%. We are schedule to replace the Chief car (301) this year, with the old one replacing the 2003 squad. We are also working on the purchase of a new pumper, to replace the 1999 Pierce.
2. Major Equipment – We are looking into a grant to replace the SCBA and a fund drive to replace the Hurst tool. If successful, the plans will be adjusted accordingly.
3. Long Term Maintenance – We list \$8,000 and \$32,000 for work in 2018, which is our match towards the \$100k SAM grant. However, we have not seen the SAM grant funds yet, so we anticipate spending the match in 2019.

Hope this helps. Thanks



**Eric C. Wies, P.E. | Principal**  
Direct: 585.402.7529 | Mobile: 585.260.4970  
ARCHITECTURE. ENGINEERING. PLANNING.  
**CPLteam.com**

**From:** [supervisor@bergenny.org](mailto:supervisor@bergenny.org) <[supervisor@bergenny.org](mailto:supervisor@bergenny.org)>

**Sent:** Monday, September 10, 2018 1:43 AM

**To:** Eric Wies <[EWies@CPLteam.com](mailto:EWies@CPLteam.com)>

**Cc:** [asapienza@bergenny.org](mailto:asapienza@bergenny.org); Mark Anderson <[manderson@bergenny.org](mailto:manderson@bergenny.org)>; [bgrant@bergenny.org](mailto:bgrant@bergenny.org); James Starowitz <[jstarowitz@bergenny.org](mailto:jstarowitz@bergenny.org)>

**Subject:** 2019 Fire Department budget

Hi Eric

Being new I am not sure of the process for the Fire Department to present their budget to the Supervisor and Town board.

I understand you typically present it for the first time at the joint village/town meeting. this year the meeting will be on 9/26 at 6:30 at the village hall.

This year ,in addition to the proposed budget indicating the 2018 to 2019 budget to budget amounts, I am also requesting a copy of the fire department's financial reports (most current) indicating expenses to budget year to date and fund balances. I also would like a copy of the 2017 year end financial report.

Thanks

Ernie

***Ernest Haywood***

Supervisor, Town of Bergen

10 Hunter St.

Bergen, NY

Ph: 585-494-1121

Fax: 585-494-1372

**Bergen Fire Department Inc**  
**Profit & Loss Budget Performance**  
January through December 2017

	Jan - Dec 17	Annual Budget	Adjustment	Balance
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Bergen Town Contract	181,070.03	181,070.03		-
Bergen Village Contract	72,305.88	72,305.88		-
Monroe County Contract	7,884.51	7,884.54		0.03
Riga Town Contract	24,550.00	24,549.55		(0.45)
<b>Total Income</b>	<b>285,810.42</b>	<b>285,810.00</b>		<b>(0.42)</b>
<b>Expense</b>				
Administration	9,185.52	7,000.00		(2,185.52)
Air Fill Station Maintenance	501.36	1,350.00		848.64
Building Maintenance	6,552.48	6,500.00		(52.48)
Chief's Fund	1,093.70	750.00		(343.70)
Dues (Fire Associations)	35.00	350.00		315.00
EXO-Expendable Operation Suppl	3,359.80	3,000.00		(359.80)
Fire Police	1,255.50	2,000.00		744.50
Fuel	6,849.02	8,500.00		1,650.98
Grant Applications	0.00	2,500.00		2,500.00
Hose Test	1,403.38	3,000.00		1,596.62
Insurance	22,280.52	32,000.00		9,719.48
Insurance - Workers Comp	14,553.00	14,553.00		-
Long Term Maintenance	12,835.86	12,698.00		(137.86)
Major Equipment Replacement	21,300.00	21,300.00		-
OSHA Air Pack Test	1,213.16	4,000.00		2,786.84
Paging and Radio	146.90	1,400.00		1,253.10
Physicals & Vaccinations	2,770.00	6,000.00		3,230.00
Portable Equipment Maintenance	998.24	1,500.00		501.76
Rescue Squad	5,568.12	5,000.00		(568.12)
Safety Equipment	25,849.98	22,000.00		(3,849.98)
Training	10,036.56	8,000.00		(2,036.56)
Utilities	11,613.53	14,000.00		2,386.47
Truck Maintenance	13,812.80	15,000.00		1,187.20
Vehicle Replacement	94,009.00	93,409.00		(600.00)
<b>Total Expense</b>	<b>267,223.43</b>	<b>285,810.00</b>	<b>-</b>	<b>18,586.57</b>

Long Term Maintenance Budget										Long Term Firematic Maintenance										Revision Date: 03/28/18	
\$13,967.80																					
	Starting Balance January	Budget Amount For Year	% Per Year	Adjustments	Notes	2011	2010	Lighting	Bldg Generator	Misc. Projects (1)	Exterior Lighting	Total Deductions									
						10	20	20		(1)											
2018	\$63,848.67	\$13,967.80	10%		6							\$44,500.00									
2019	\$33,316.47	\$15,365.00	10%		2							\$4,000.00									
2020	\$44,681.47	\$16,595.00	8%		(7)(8)			\$18,000.00			\$8,000.00	\$28,000.00									
2021	\$33,276.47	\$17,923.00	8%		(3)							\$30,000.00									
2022	\$21,199.47	\$19,357.00	8%		(6)							\$25,000.00									
2023	\$15,556.47	\$20,906.00	8%		(5)							\$4,500.00									
2024	\$31,962.47	\$22,579.00	8%		(7)	\$32,000.00						\$34,000.00									
2025	\$20,541.47	\$23,934.00	6%									\$17,000.00									
2026	\$18,775.47	\$25,371.00	6%									\$2,000.00									
2027	\$42,146.47	\$26,894.00	6%									\$2,000.00									
2028	\$14,240.47	\$28,508.00	6%		(6)							\$4,500.00									
2029	\$38,248.47	\$29,645.00	4%		(7)			\$9,400.00				\$2,000.00									
2030	\$56,497.47	\$30,835.00	4%									\$2,000.00									
2031	\$85,332.47	\$31,452.00	2%									\$2,000.00									
2032	\$114,784.47	\$32,082.00	2%									\$2,000.00									
2033	\$144,866.47	\$32,724.00	2%		(7)			\$10,200.00	\$50,000.00			\$4,500.00									
2034	\$112,890.47	\$33,379.00	2%			\$21,000.00						\$2,000.00									
2035	\$123,269.47	\$34,047.00	2%									\$2,000.00									
2036	\$155,316.47	\$34,728.00	2%		(8)							\$2,000.00									
2037	\$168,044.47	\$35,423.00	2%				\$51,400.00	\$131,100.00				\$2,000.00									
2038	\$18,967.47	\$36,132.00	2%		(6)							\$4,500.00									
2039	\$50,599.47	\$36,494.00	1%									\$4,500.00									
2040	\$82,593.47	\$36,853.00	1%					\$26,200.00			\$11,700.00	\$4,500.00									
2041	\$77,052.47	\$37,228.00	1%									\$4,500.00									
												\$0.00									

3/26/18	Balance	\$63,848.67
	LTM	
	Savings	\$63,848.67

Bank	\$	63,848.67
Budget	\$	13,967.80
Adjustment	\$	77,816.47
Deductions	\$	44,500.00
Total	\$	33,316.47

NOTES:  
 (1) MISC. TO INCLUDE MAJOR REPAIR/REPLACE ITEMS NOT INCLUDED IN THE NORMAL BLDG. MAINTENANCE BUDGET (EQ: HVAC UNIT REPLACEMENT)  
 (2) MISC. INCLUDES \$2,000 TO UPGRADE RADIO ROOM  
 (3) MISC. INCLUDES \$23,000 TO INSTALL INSULATED METAL PANELS EAST & WEST TRUCK ROOM WALLS  
 (4) MISC. INCLUDES \$15,000 FOR TOILET ROOMS UPGRADES  
 (5) PAINTING INCLUDES \$14,000 FOR NEW CEILING TILES AND CARPET  
 (6) MISC. INCLUDES \$2,500 FOR COMPUTER/IT UPGRADES  
 (7) DRIVEWAY COST TO COVER SEALING  
 (8) MISC. INCLUDES \$20,000 FOR NEW ACCESS CONTROL SYSTEM

**Major Equipment Replacement Projection Plan**

Revision Date 3/26/2018

Major Equipment Replacement Budget \$21,726.00

Year OF Purchased	Replacement Cycle in Years	% Per Year	Adjustments	Air Fill Station	SCBA (Approx. 25 packs)	A.E.D. (8 to 10)	Radios / Pagers	Hurst Tool	Hose	Thermal Imaging Cameras	Ball out	Gas meters	Uniforms	Total Deductions
Starting Balance				25	20	8	20	15	15	10	10	10		
2018	\$148,880.69	2%					\$2,500.00						\$2,000.00	\$4,500.00
2019	\$166,106.69	2%			\$20,000.00		\$2,500.00						\$2,000.00	\$24,500.00
2020	\$165,767.69	2%					\$2,500.00	\$30,000.00					\$2,000.00	\$34,500.00
2021	\$151,872.69	2%					\$2,500.00						\$2,000.00	\$4,500.00
2022	\$170,430.69	2%					\$2,500.00				\$20,000.00		\$2,000.00	\$24,500.00
2023	\$169,450.69	2%			\$55,000.00		\$2,500.00		\$20,000.00				\$2,000.00	\$59,500.00
2024	\$133,941.69	2%					\$2,500.00			\$20,000.00			\$2,000.00	\$24,500.00
2025	\$133,912.69	3%					\$2,500.00						\$2,000.00	\$4,500.00
2026	\$154,618.69	3%				\$20,000.00	\$2,500.00					\$5,000.00	\$2,000.00	\$30,500.00
2027	\$156,081.69	3%					\$2,500.00						\$2,000.00	\$4,500.00
2028	\$152,323.69	3%					\$2,500.00						\$2,000.00	\$4,500.00
2029	\$175,368.69	3%					\$2,500.00						\$2,000.00	\$189,500.00
2030	\$199,240.69	3%			\$185,000.00		\$2,500.00						\$2,000.00	\$4,500.00
2031	\$38,964.69	3%					\$2,500.00				\$20,000.00		\$2,000.00	\$24,500.00
2032	\$64,565.69	2%					\$2,500.00						\$2,000.00	\$4,500.00
2033	\$70,769.69	3%					\$2,500.00						\$2,000.00	\$4,500.00
2034	\$97,895.69	3%					\$2,500.00						\$2,000.00	\$59,500.00
2035	\$125,970.69	2%			\$20,000.00		\$2,500.00	\$35,000.00					\$2,000.00	\$34,500.00
2036	\$99,697.69	2%					\$90,000.00			\$30,000.00		\$6,000.00	\$2,000.00	\$98,000.00
2037	\$99,069.69	0%					\$2,500.00						\$2,000.00	\$4,500.00
2038	\$4,981.69	0%					\$2,500.00		\$30,000.00				\$2,000.00	\$34,500.00
2039	\$64,373.69	0%					\$2,500.00						\$2,000.00	\$59,500.00
2040	\$63,765.69	0%			\$55,000.00		\$2,500.00						\$2,000.00	\$59,500.00
2041	\$38,157.69	0%					\$2,500.00						\$2,000.00	\$4,500.00

3/26/2018	Balance Major Equip Acct	\$ 148,880.69
-----------	--------------------------	---------------

Bank	\$ 148,880.69
Budget	\$ 21,726.00
Adjustment	\$ -
Deductions	\$ 170,606.69
Total	\$ 4,500.00
	\$ 166,106.69

Vehicle Replacement Budget						Major Vehicle Replacement Plan						Revision Date	
Year	Starting Balance January	Increase% per Year	Adjustment Trade-in							Total Deductions			
				1990	2009	1999	2016	2017	2003		2013		
				29	26	27	30	28	269	301			
2018	\$94,232.39	\$97,472.30	\$108,000.00	\$48,955.22	\$56,400.01					\$ 50,000.00	\$155,355.23		
2019	\$144,349.46	\$101,713.00	\$25,000.00	\$48,955.22							\$118,955.22		
2020	\$152,107.24	\$106,138.00	\$100,000.00	\$48,955.22							\$118,955.22		
2021	\$239,290.02	\$110,756.00		\$48,955.22							\$118,955.22		
2022	\$231,090.80	\$115,574.00		\$48,955.22							\$118,955.22		
2023	\$227,709.58	\$120,602.00		\$48,955.22							\$118,955.22		
2024	\$176,356.36	\$125,427.00		\$48,955.22							\$118,955.22		
2025	\$182,828.14	\$130,445.00		\$48,955.22							\$118,955.22		
2026	\$194,317.92	\$135,663.00		\$48,955.22							\$118,955.22		
2027	\$211,025.70	\$141,090.00		\$48,955.22							\$118,955.22		
2028	\$233,160.48	\$146,734.00		\$48,955.22							\$126,000.00		
2029	\$253,894.48	\$152,604.00	\$200,000.00		\$130,000.00					\$ 56,000.00	\$130,000.00		
2030	\$476,498.48	\$158,709.00			\$130,000.00						\$130,000.00		
2031	\$505,207.48	\$165,058.00			\$130,000.00						\$130,000.00		
2032	\$540,265.48	\$171,661.00			\$130,000.00			\$85,000.00			\$215,000.00		
2033	\$496,926.48	\$178,528.00	\$25,000.00		\$130,000.00		\$200,000.00			\$ 59,000.00	\$389,000.00		
2034	\$311,454.48	\$185,670.00			\$130,000.00						\$130,000.00		
2035	\$367,124.48	\$193,097.00			\$520,000.00						\$520,000.00		
2036	\$40,221.48	\$200,821.00									\$0.00		
2037	\$241,042.48	\$208,854.00									\$0.00		
2038	\$449,896.48	\$217,209.00								\$ 62,000.00	\$62,000.00		
2039	\$605,105.48	\$225,898.00	\$150,000.00			\$900,000.00					\$900,000.00		
2040	\$81,003.48	\$225,898.00									\$0.00		
2041	\$306,901.48	\$225,898.00									\$0.00		
Adjustments													
2018		sell of 28,19	2029	sell / trade-in 26									
2018		sell / trade-in 29	2033	sell / trade-in 30									
2019		sell / trade-in 27	2039	sell / trade-in 27									

eff. Date  
3/26/18

\$ 83,533.82 Bank of Castle  
\$ 10,698.57 M&T  
\$ 94,232.39 Total

Bank \$ 94,232.39  
Budget \$ 97,472.30  
Adjustment ST \$ 181,704.69  
Deductions ST \$ 289,704.69  
Total \$ 144,349.46



**Bergen Fire Department Inc**  
**Profit & Loss Budget Performance**  
January through July 2018

	Jan - Jul 18	Annual Budget	Adjustment	Balance
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Bergen Town Contract	194,635.45	194,635.45		-
Bergen Village Contract	0.00	79,498.98		79,498.98
Monroe County Contract	8,042.20	8,042.23		0.03
Riga Town Contract	26,283.00	26,283.44		0.44
<b>Total Income</b>	<b>228,960.65</b>	<b>308,460.10</b>		<b>79,499.45</b>
<b>Expense</b>				
Administration	9,403.66	7,000.00		(2,403.66)
Air Fill Station Maintenance	0.00	1,350.00		1,350.00
Building Maintenance	4,284.11	6,500.00		2,215.89
Chief's Fund	323.93	750.00		426.07
Dues (Fire Associations)	240.00	350.00		110.00
EXO-Expendable Operation Suppl	993.55	3,000.00		2,006.45
Fire Police	1,842.03	2,000.00		157.97
Fuel	3,629.41	8,500.00		4,870.59
Grant Applications	0.00	2,500.00		2,500.00
Hose Test	0.00	2,000.00		2,000.00
Insurance	25,481.38	32,000.00	1,250.00	7,768.62
Insurance - Workers Comp	29,388.00	29,444.00		56.00
Long Term Maintenance	0.00	13,967.80		13,967.80
Major Equipment Replacement	911.62	21,726.00		20,814.38
OSHA Air Pack Test	2,615.75	3,500.00		884.25
Paging and Radio	0.00	1,400.00		1,400.00
Physicals & Vaccinations	498.00	6,000.00		5,502.00
Portable Equipment Maintenance	658.00	1,500.00		842.00
Rescue Squad	1,863.51	5,000.00		3,136.49
Safety Equipment	1,073.00	25,000.00		23,927.00
Training	3,854.13	8,500.00		4,645.87
Utilities	7,392.00	14,000.00		6,608.00
Truck Maintenance	4,592.51	15,000.00		10,407.49
Vehicle Replacement	8,179.00	97,472.30	4,500.00	93,793.30
<b>Total Expense</b>	<b>107,223.59</b>	<b>308,460.10</b>	<b>5,750.00</b>	<b>206,986.51</b>



24-Hour Phone (888)705-0001  
 service@tripleotoday.com  
 6520 N Lake Road, Bergen, NY 14416

Bill To  
**Bergen Town Offices**  
 10 Hunter Street  
 Bergen NY 14416

Ship To  
**Bergen Town Offices**  
 10 Hunter Street  
 Bergen NY 14416

Work Order #: 66739

**Quote Q361**

Triple-O Mechanical is pleased to present you with the following estimate. We appreciate the opportunity to provide this estimate to you. Please find below a detailed scope of work to be performed.

Description	Quantity	Price	Amount
Recover Freon from system. Cut out service port on suction and discharge line at compressor. Braze in coupling with Access port on suction and discharge line at compressor. Leak check with nitrogen. Put into vacuum 500 microns. Weight in charge and test operation.	1	\$0.00	\$0.00
EPA disposal fee	1	\$45.00	\$45.00
Recovery Station	1	\$45.00	\$45.00
First lb R-410a Refrigerant	25	\$40.00	\$1,000.00
Nitrogen Tank	1	\$40.00	\$40.00
Torch use, solder, braze & flux	1	\$25.00	\$25.00
Preferred customer labor rate	6	\$109.00	\$654.00
Misc copper pipe & fittings	1	\$75.00	\$75.00
Liquid line filter drier	1	\$56.75	\$56.75
Plus Tax if applicable	1	\$0.00	\$0.00

QUOTE TOTAL (PARTS AND LABOR):

Subtotal: \$1,940.75  
 Tax: \$0.00  
 Total: \$1,940.75

**Quote Q361**

ACCEPTANCE OF QUOTE TERMS:



24-Hour Phone (888)705-0001  
service@tripleotoday.com  
6520 N Lake Road, Bergen, NY 14416

- 
- All material is guaranteed to be as specified.
  - All work to be completed in workman-like manner according to standard practices.
  - Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders.
  - Approved extra costs will become an extra charge over and above the estimate.
  - All agreements contingent upon strikes, accidents or other delays beyond our control.
  - Owner to carry fire, tornado and other necessary insurance.
  - Owner responsible for acquiring any necessary permits.
  - Our workers are fully covered by Workmen's Compensation Insurance.
  - The above prices, specifications and conditions are satisfactory and are hereby accepted.

### **Authorization**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Triple-O Mechanical is authorized to perform work as specified. I am fully authorized to accept this work and commit to payment.

---

**Amy L. Seward Stacy  
7434 Maple Avenue  
Bergen, NY 14416  
585-737-2944**

September 10, 2018

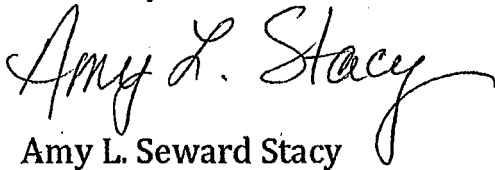
**RECEIVED  
SEP 18 2018  
TOWN OF BERGEN**

To Whom It May Concern,

I would be honored to be considered for the new opening on the Bergen Board of Assessment Review. I have lived in this community basically all my life and have not helped in any government capacity. It appears to be a good season for me to give a little of my time to the Bergen community.

Thank you for your consideration.

Sincerely,

  
Amy L. Seward Stacy