

**Town Board Meeting  
Town of Bergen  
Town Hall- 10 Hunter Street, Bergen New York  
VIA ZOOM- Due to COVID-19 Pandemic**

**April 28<sup>th</sup>, 2020**

Agenda

**I. Call to Order: 7 pm**

**Prayer** Almighty God, as we meet today to conduct matters of Town business, grant us the wisdom to remember as we work that we are servants of our constituency. Assist us to be sure our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Amen.

**Pledge to the flag**

**II. Approval of meeting Minutes for- April 14th meeting**

**III. Communications included with this agenda:**

1. EMS Mercy Report for March 2020
2. Revised proposed Fifth Amended Towns of Batavia and Bergen Assessment Services Agreement

**IV. Board Members' items for addition to the agenda**

**V. Reports:**

- Supervisor
- Clerk
- Board Members
- Zoning / Code Enforcement                      -Actions in follow up to owner at 6558 N. Lake Road- Court
- Highway

**Committees**

- Building, Grounds, Facilities and Cemeteries-
- Parks-
- Local History & Museum
- Policy and Personnel
- Transfer Station

**VI. Old Business:**

- Water Benefit Improvement Area #1

**VII. New Business:**

- Approval of the Fifth Amended Towns of Batavia and Bergen Assessment Services Agreement

**IX. Meeting and Other Upcoming Dates**

- Next Town Board Meeting: May 12<sup>th</sup>, 7 pm Audits of Bills at 6:45 pm-

**X. Adjournment**

**DRAFT**

**April 14, 2020**

**BERGEN TOWN BOARD**

**REGULAR MEETING**

The Bergen Town Board convened in a regular session at 7:00 Teleconference with Supervisor Haywood presiding.

**PRESENT:**

Supervisor Ernie Haywood  
Councilwoman Belinda Grant  
Councilwoman Anne Sapienza (7:02)  
Councilman Mark Anderson  
Councilman Jim Starowitz

**ALSO PRESENT:**

Mike Johnson, Highway Superintendent  
Michele M. Smith, Town Clerk  
Rhonda Saulsbury, Assessor

**OTHER ATTENDEES**

Nancy Bailey

**PRAYER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**MINUTES:** *Councilwoman Anderson made a motion to approve the minutes of March 24, 2020; seconded by Councilman Starowitz and carried by a vote 3-0. Councilwoman Grant abstained*

**COMMUNICATIONS:**

Supervisors Report for March 2020

Summary Spreadsheets for March 2020

Town Clerk's Report for March 2020

CEO/ZEO Reports for December March 2020

Proposal from Whitney East, Inc. for replacement of sewer line at the Library Building

Town of Batavia and Bergen Assessment Services Agreement

Email from Dawn Kuras from Rural Development dated 4/6/20 to confirm funding availability for WIBA

MRB monthly status report of activities

Summary of 2020 NYS Budget and impact on Towns – Association of Town's Legislative Newsletter

Email of 4/9/20 from Brian Zielinski in regards to property re-evaluation and request to suspend

**REPORTS:**

**SUPERVISOR:** COVID-19 – Conference calls with School and Village on Wednesdays, Conference call with the County on Saturdays, Reinstating State of Emergency on April 15<sup>th</sup> for another 30 days, Courts are closed per NYS.

**Town Clerk:** Office closed to public due to COVID-19 -office hours 8:00 – Noon.

**ZEO/CEO:** Supervisor Haywood reported that a letter is being sent to the property owner of 6558 N. Lake Rd by Town Attorney for excess vehicles and possible business on residential property.

**Highway:** Crew working 2 on 2 off due to COVID-19; New pickup truck was delivered, new 10 wheeler has gone to installer.

**TOWN CLERK'S REPORT:** *Councilwoman Grant made a motion to file the Town Clerk's March 2020 Report; seconded by Councilwoman Sapienza and it carried by a vote 5-0.*

**SUPERVISOR REPORT:** *Councilwoman Starowitz made a motion to file the Supervisors March 2020 Report; seconded by Councilwoman Anderson and it carried by a vote 5-0.*

**COMMITTEES:**

Building and Grounds: Library Renovation update – Ribbon cutting cancelled

Parks: Nothing to report

Local History & Museum: Nothing to report

Transfer Station: Nothing to report

Policy and Procedure: Nothing to report

**OLD BUSINESS:**

Water improvement Benefit Area #1 Update: Confirmation from Rural Development that the funds have been locked in and are secure, contingent upon project, contingent upon completion in 5 years, Engineer Report and updated financing time line. Possible delay on Bond Anticipation note, Assessor updated water codes, scheduled out to bid in September.

**NEW BUSINESS:**

Whitney East Proposal to repair/replacement sewer line from the building to the tank at the Library building for \$4,450.00. *Councilwoman Sapienza made a motion to approve the proposal from Whitney East for \$4450.00 for repair/replace sewer line; seconded by Councilman Starowitz and it carried by a vote 5-0.*

Assessment Services Agreement tabled for next meeting

2020 Budget in response to COVID-19 potential reductions in sales tax revenue, limit spending in all departments.

Town Wide Assessment request an email from Brian Zielinski request to consider suspension of 2020 property revaluation/assessment, it was a town board decision to move forward.

Transfer of Funds to the Library *Councilwoman Sapienza made a motion to transfer the Library funds \$82,600 to A7410.4 per the 2020 Budget; seconded by Councilman Starowitz and it carried by a vote 5-0.*

**BILLS:** The bills were presented for audit and totaled General A Fund \$15,571.63; General B Fund \$11,403.67; Highway DB \$2,605.96; Water District \$52,322.79; Library \$78,714.000; PA-A \$5,379.05 and PA-DB \$37,975.54. *Councilwoman Sapienza made a motion to pay the April bills; seconded by Councilman Starowitz and it carried by a vote 5-0.*

**REGULAR MEETING** – Tuesday, April 28, 2020 at 7:00 pm with teleconference.

**ADJOURNMENT** was at 7:42pm on a motion by Councilwoman Sapienza; seconded by Councilman Starowitz and carried by a vote 5-0.

Respectfully submitted

*Michele M. Smith*

Michele M. Smith,  
Town Clerk

## FD GEN BERGEN

Trip Date IS BETWEEN 03/01/2020 AND 03/31/2020; AND Call Types IS A-MEMS 911 Response 1st Unit OR A-MEMS Squad Resp 1st Unit; AND Initial Priorities IS 911 EMERGENCY

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| <b>Response Time<br/>Minutes</b>  | <b>Call Count</b> | <b>Cumulative Call<br/>Count</b> | <b>Percentage<br/>of Total Calls</b> | <b>Cumulative<br/>Percentage</b> |
|-----------------------------------|-------------------|----------------------------------|--------------------------------------|----------------------------------|
| <b>FD GEN BERGEN</b>              |                   |                                  |                                      |                                  |
| <b>Response Zone: GEN BERG 17</b> |                   |                                  |                                      |                                  |
| 14:00 - 14:59                     | 1                 | 1                                | 25%                                  | 25%                              |
| 15:00 - 15:59                     | 2                 | 3                                | 50%                                  | 75%                              |
| 21:00 - 21:59                     | 1                 | 4                                | 25%                                  | 100%                             |
| <b>Total Calls:</b>               | <b>4</b>          | <b>4</b>                         | <b>100%</b>                          |                                  |
| <b>Call Source Total Calls:</b>   |                   | <b>4</b>                         |                                      |                                  |

**FIFTH AMENDED  
TOWNS OF BATAVIA AND BERGEN  
ASSESSMENT SERVICES AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **TOWN OF BERGEN**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 10 Hunter Street, Bergen, New York 14416, (hereinafter referred to as "Bergen"), and the **TOWN OF BATAVIA**, a municipal corporation organized and existing under the Laws of the State of New York, having its principal office located at 3833 West Main Street Road, Batavia, New York 14020, (hereinafter referred to as "Batavia").

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

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

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

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

1. Batavia agrees to provide assessment services to Bergen and shall provide a qualified individual to perform said duties outlined herein. The person appointed as Assessor must satisfy the minimum qualification standards for real property assessors established by the State Board of Real Property Services.
2. The Assessor provided by Batavia shall be responsible for assessing all parcels of real property located in Bergen and in Batavia for the purposes of taxation and special ad valorem levies for town, county, special district and school district. The Assessor shall also oversee all other duties as required for assessors by the Real Property Tax Law and the rules of the State Board of Real Property Services. All real property in the Town of Bergen shall be assessed annually at 100% of market value as determined by the New York State Office of Real Property Tax Services and the Level of Assessment shall be at 100% as determined by the assessor. . Such percentage of market value shall be annually printed on the tentative assessment rolls for the participating assessing units.
3. The dates applicable to the assessment process in each municipality, including taxable status date, and the dates for the filing of the tentative and final assessment rolls, shall be the same.

4. The Assessor personally and/or by employees under his/her direction shall be present for office hours in the Bergen Town Assessors Office for a total of four (4) hours per week. The days and times of these office hours shall be mutually agreed. Additionally the Assessor can be available by appointment or during regular office hours at the City or Town of Batavia offices.

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

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

7. Batavia shall pay all costs and expenses relating to defending any assessment challenge brought in its jurisdiction and Bergen shall pay all costs and expenses related to defending any assessment challenge brought in its jurisdiction.

8. The terms and conditions of this Agreement shall begin on July 1, 2020 and shall end on June 30, 2021. In order to allow both municipalities to make alternative arrangements for assessment duties, if necessary, the rights and duties of both parties shall not extend beyond the termination date, unless on or before April 30, 2020, Bergen and Batavia enter into an additional Agreement to renew or extend this contractual arrangement upon mutually agreed upon terms and conditions.

9. In consideration and for compensation for the services set forth herein, Bergen shall pay to Batavia the total sum of twenty-five thousand, seven-hundred, fifty dollars (\$25,750.00 for this Agreement. This sum shall be paid in two equal installments of twelve thousand, eight hundred, seventy-five dollars. The first payment due on or before October 1, 2020 and the second payment due on or before March 1, 2021.

10. In the event that the current Town of Batavia Assessor shall resign or otherwise is no longer able to provide assessment services to Batavia, then Bergen, at its sole option and discretion, may terminate this Agreement with at least thirty (30) days prior written notice to Batavia and thereafter, this Agreement shall be null and void.

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

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

TOWN OF BATAVIA

\_\_\_\_\_  
By: Gregory H. Post, Town Supervisor

TOWN OF BERGEN

\_\_\_\_\_  
By: Ernest Haywood, Town Supervisor

State of New York}  
County of Genesee}ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared Gregory H. Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York}  
County of Genesee}ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared Ernest Haywood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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