

A Worksession of the Town Board of the Town of Williamson, County of Wayne and State of New York was held in the Town Court Room at 7:00 PM on May 22, 2007. The following were

PRESENT: Supervisor James D. Hoffman
Councilman G. Elliott Warren
Councilman Gary Orbaker

ABSENT: Councilman Anthony Verno

The Board reviewed bills for payment.

The Regular Meeting of the Town Board of the Town of Williamson was held in the Town Court Room following the Worksession and was called to order at 7:30 PM on May 22, 2007 by Supervisor Hoffman with the Pledge of Allegiance. The following were

PRESENT: Supervisor James D. Hoffman
Councilman G. Elliott Warren
Councilman Gary Orbaker

ABSENT: Councilman Anthony Verno

Chris Pavlick; Thatcher Company of New York Plant Manager, Rick Vos, Michael Bixby, Amy Catalano, Phil Dean, Tom DeMarree, Eileen Loveman; Sun & Record, and the undersigned Town Clerk were also present.

Chris Pavlick; Thatcher Company of New York Plant Manager, presented and reviewed their 2006 Annual CAP Report. Mr. Pavlick stated 2006 marked the seventeenth year that Thatcher Co. of New York (TCNY) has been operating in Williamson and employees 30 persons. The company remains a major supplier in the photographic, water treatment, concrete admixture and institutional and industrial cleaning markets. TCNT is in full compliance with all local, state and federal regulations covering its operations. A copy of the report is filed in the Town Clerk's office.

Public Comment: No one wished to comment.

Supervisor Hoffman made a motion, seconded by Councilman Warren, to accept the Consent Agenda containing the following items:

- a. previous minutes: May 8, 2007
- b. presentation of the Tax Receiver's report
- b. pay the Library bills as audited by the Library Board of Trustees:
vouchers 103-116, total \$ 11,453.27

The motion was carried.

Councilman Warren made a motion, seconded by Councilman Orbaker, to approve hiring Leno Plumbing and Electrical for additional lighting in the employee's parking lot at the Town Complex. The cost for the additional lighting is not to exceed \$2,000.00. The motion was carried.

Councilman Warren made a motion, seconded by Councilman Orbaker, to authorize hiring Henrietta Building Supply for hardware replacement for the front doors at the Town Complex. The cost is not to exceed \$1,000.00. The motion was carried.

Councilman Orbaker presented the following Resolution and moved its adoption. It was seconded by Councilman Warren.

WHEREAS: The Town of Williamson has identified the construction of a shelter at its Town Park as a community priority, and

WHEREAS: The shelter is an eligible activity under the NYS Environmental Protection Fund (EPF) grant program, and

WHEREAS: The Wayne County Planning Department is experienced in the preparation of EPF grant applications,

NOW THEREFORE BE IT RESOLVED: That the Town of Williamson authorizes the Wayne County Planning Department to prepare an EPF application on its behalf at a cost to the Town not to exceed \$500.00.

Roll call vote on the Resolution was as follows:

AYES: Supervisor Hoffman
Councilman Orbaker

Councilman Warren

NAYES: None

The Resolution was declared adopted.

Councilman Warren made a motion, seconded by Councilman Orbaker, to approve hiring Leno Plumbing and Electrical for additional lighting at the Town Park. The cost for the additional lighting is not to exceed \$7,100.00. The motion was carried.

Councilman Warren made a motion, seconded by Supervisor Hoffman, to authorize reimbursing WCS, \$200.00 for the cost of advertising for a public meeting regarding survey results for the proposed Community Center. The meeting will be held on Wednesday, May 30, 2007 at 7:00 in the Williamson Middle School. The motion was carried.

Councilman Warren made a motion, seconded by Councilman Orbaker, to reappoint Stephen Haywood as Town Assessor for a six-year term, which will expire on September 30, 2013. The motion was carried.

Councilman Warren made a motion, seconded by Supervisor Hoffman, to reappoint Dr. Mike Herbert to succeed himself on the Library Board of Trustees for a five-year term. The term of office will be in effect from May 14, 2007 through May 13, 2012. The motion was carried.

Councilman Warren made a motion, seconded by Supervisor Hoffman, to hire Suzanne Brennessel for the position of Account Clerk for the Town of Williamson. Her start date will be June 4, 2007 with the rate of pay of \$11.00. The motion was carried.

Supervisor Hoffman made a motion, seconded by Councilman Warren, to authorize the Town Supervisor to enter into a Board of Assessment Review, Intermunicipal Agreement with the Town of Ontario, as follows:

**BOARD OF ASSESSMENT REVIEW
INTERMUNICIPAL AGREEMENT**

This Agreement (the "Agreement") is made effective May 15, 2007, by and between the Town of Ontario, a municipal corporation with offices at 1850 Ridge Road, Ontario, New York 14519, the Town of Williamson, a municipal corporation with offices at 6380 Route 21, Suite 2, Williamson, New York 14589 (collectively the "Towns").

RECITALS

1. Each of the Towns has a Board of Assessment Review (the "BAR"), which pursuant to the Real Property Tax Law, hears complaints on real property assessments.
2. New York State General Municipal Law §119-o allows Town to enter into intermunicipal agreements to provide mutual aid.
3. Chapter 503 of the Laws of 2006 amended Real Property Tax Law §523(3) to allow a municipality to enter into an intermunicipal agreement with another municipality in the same county to permit hearing of a complaint filed with its BAR for a property in which a BAR member has an interest to be heard by the BAR of the other municipality.
4. Each Town desires to allow the BAR of the other Town to hear complaints on real property assessments for a property in which a member of the Town's BAR has an interest, in order to avoid the appearance of a conflict of interest.

TERMS

NOW THEREFORE, pursuant to New York State General Municipal Law §119-o, Real Property Tax Law §523(3), the Town Law, and their other authority, the Towns agree as follows:

1. *Definitions:* For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Complaint." A complaint on real property assessment filed with a BAR.
 - b. "Grievance Day." The fourth Tuesday of May, being the day a BAR must begin hearing complaints.
 - c. "Transferring BAR." The BAR of one of the Towns that decides to transfer a complaint to the BAR of the other Town.
 - d. "Transferring Town." The Town whose BAR is the Transferring BAR.
 - e. "Transferred Complaint." A Complaint that is transferred to the other Town's BAR pursuant to this Agreement.
 - f. "Receiving BAR." The BAR of a Town that receives a Transferred Complaint from the transferring BAR of the other Town.

- g. "Receiving BAR." The Town whose BAR is the Receiving BAR.
- h. "Interest." Any property for which a complaint has been filed when the member of a BAR, his or her spouse, or any of his or her minor children:
 - i. is the owner of such property; or
 - ii. is an officer, director, partner or employee of an entity which is an owner or lessee of such property; or
 - iii. is an officer, director, partner or associate or a law firm or real estate firm which has a financial interest with the owner or lessee of such property; or
 - iv. legally or beneficially owns or controls stock of a corporation which is an owner or lessee of such property, provided, however, ownership of stock shall not constitute an interest where such stock is listed on a major stock exchange or is sold on the over the counter market and the value thereof is less than ten thousand dollars.

2. *Transfer of Complaints.* If a member of a BAR has an interest in a Complaint, he or she is not allowed to hear the Complaint. The remaining members of the BAR shall then determine whether to transfer the Complaint to the BAR of the other Town. If a majority of the full membership of the BAR cannot agree whether or not to hear or transfer the Complaint, it shall be transferred to the BAR of the other Town.

3. *Hearing of Transferred Complaint.* Upon making a determination to transfer a complaint, the Transferring BAR shall immediately furnish the Receiving BAR with the Transferred Complaint and any supporting documentation, and it shall be heard by the Receiving BAR on Grievance Day, or on a subsequent mutually convenient adjourned date, in accordance with its normal procedures. The Receiving BAR shall notify the person(s) that filed the Complaint, the Transferring BAR, and the Assessor of the Transferring Town of its decision, within five (5) days of its hearing. The Receiving BAR shall have all powers of the Transferring BAR with respect to the Transferred Complaint.

4. *Costs.* Each Town shall bear the costs of its own BAR. However, the Transferring Town shall make its attorney available to give legal counsel to the Receiving BAR at the expense of the Transferring Town during the course of hearing and deciding the Transferred Complaint.

5. *Tax Certiorari Proceedings.* If a tax *certiorari* proceeding, pursuant to Real Property Tax Law, Article 7, is commenced to challenge the determination of a BAR on a Transferred Complaint, the Transferring Town shall pay all attorneys fees and other costs related to defense of the proceeding, and shall control the defense, and the Receiving Town shall bear no legal costs in defending the proceeding.

6. *Term.* This Agreement shall be for a one-year period, but shall automatically renew for successive one-year terms unless one of the Towns gives the other Town written notice that it does not desire to renew the Agreement at least sixty (60) days prior to the end of the term.

7. *Entire Agreement.* This Agreement shall constitute the entire agreement of the parties regarding its subject matter, and shall supersede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.

8. *Gender and Number.* The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.

9. *Notices and Communications.* All notices and communications required under this Agreement shall be accomplished by the actual deliver to the parties' addresses set forth above.

10. *Descriptive Headings.* The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.

11. *Successors and Assigns.* This Agreement may not be assigned.

12. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their BAR, Assessors and other officers, employees, and boards.

13. *Construction.* No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.

Councilman Orbaker made a motion, seconded by Councilman Warren, to close the parking lot, adjacent to the Presbyterian Church on Saturday, June 9, 2007 from 12:00 noon to 6:00 PM for a "Cub Mobile Derby". The Cub Scouts will furnish the Town of Williamson with

proof of insurance listing the Town as an additional insured. The parking lot will be free from debris as a result of the derby. The motion was carried.

Councilman Orbaker made a motion, seconded by Councilman Warren, to reappoint the Williamson Heritage Assets Committee, consisting of Judy Bogart, Les Buell, Steve Dunn, Peter Evans, Amy MacCallum, Chester Peters, Chip Stevens, Brooks Tenney, Robert Peters, Dave Frohlich, and Tom Watson. The committee will continue in effect until June 30, 2008. The motion was carried.

Supervisor Hoffman announced there will be a Worksession on Monday, June 4, 2007 at 2:00 PM.

Public comment: No one wished to comment.

Supervisor Hoffman made a motion, seconded by Councilman Warren, to pay the following bills as audited:

<u>Account:</u>	<u>Voucher No.:</u>	<u>Totals:</u>
General Fund	233 through 261	\$ 111,941.70
Youth	19	
Highway Fund	159 through 170	\$ 7,732.72
Water Fund	139 through 152	\$ 31,644.87
Sewer Fund	101 through 112	\$ 21,815.39
Lighting Dist.	5	\$ 2,818.72
<u>Bus. Improv. Dist.</u>	<u>2 through 3</u>	<u>\$ 1,799.76</u>
Total:		\$ 177,753.16

The motion was carried.

Supervisor Hoffman, made a motion, seconded by Councilman Orbaker, to adjourn the meeting at 8:00 PM. The motion was carried.

Respectfully Submitted,

Marlene A. Gulick
Town Clerk