

**TOWN OF PAVILION
REGULAR MEETING MINUTES**

**September 9, 2026
7:00PM**

The Town Board of the Town of Pavilion held the Regular Board meeting September 9, 2026 at the Town Hall, One Woodrow Drive, Pavilion, New York 14525 at 7:00 pm:

Supervisor James Thater-Present
Councilperson John Rudgers- Absent
Councilperson Scott Savidge-Present
Councilperson Lee Brooks-Present
Councilperson Kennth Steinmetz- Present

Others: Stacy Halsted, 13 Residents

Following pledge to the Flag, Supervisor Thater opened the meeting at 7:00 PM.

REPORTS:

Highway: James Cleveland

- Upcoming paving: Hawks Rd, Asbury
- Woodrow Drive to be sealed by end of month, with stripping to follow
- Ice & Snow contracts & Salt Price Bids both upcoming with increases

Sewer: Kenneth Steinmetz

- UV power issues are in process of troubleshooting
- New blower mixer

Code/Zoning-Scott Savidge:

- Coming PH at next Planning board meeting: Lokee-Hikee SUP
- Permit issued and inspections made this month, final warning letters being sent
- Progress being made on current violations
- Talking with county for violations on Perry Rd violation

Water-Lee Brooks:

- Papers submitted for additional funding; approval pending by state
- MRB Voucher: Just received detailed invoice
- Bethany polling with be upcoming: WD6 (Transit Rd area)

OLD BUSINESS:

- Fire Alarm/phone line: Will talk to John from IS to switch a line to Spectrum and continue set up with new phone line

NEW BUSINESS

- Councilperson Savidge offered a motion, seconded by Councilperson Steinmetz

Resolution 62, 2026: To authorize the Town Clerk to pay the following vendor's invoices online: Casella, MCWA, and Spectrum, along with all previously authorized vendors

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

- Councilperson Steinmetz offered a motion, seconded by Councilperson Savidge

Resolution 63, 2026: To authorize the Town Clerk to transfer funds from the Justice Account to the Operating account as needed, to which the accountant and board members will review in the form of statements and receipt sheets.

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

- Councilperson Steinmetz offered a motion, seconded by Councilperson Brooks

Resolution 64, 2026: To authorize the Town Supervisor to transfer \$100,000 from NYClass Highway account to the Operating Account to cover the 2027 highway equipment reserve for the recent loader purchase.

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

- Councilperson Savidge offered a motion, seconded by Councilperson Steinmetz

Resolution 65, 2026: Batavia Assessment Service Agreement

**TOWNS OF BATAVIA AND PAVILION
ASSESSMENT SERVICES AGREEMENT**

THIS AGREEMENT, made this 9th day of September, 2026 by and between the **TOWN OF PAVILION**, a municipal corporation with offices at 1 Woodrow Drive, Pavilion, New York 14525, ("Pavilion") and the **TOWN OF BATAVIA**, a municipal corporation with offices at 3833 West Main Road, Batavia, NY 14020 ("Batavia"),

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

WHEREAS, Batavia employs a fully qualified Assessor to provide all assessment services 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 services in both the Town of Batavia and the Town of Pavilion.

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

1. Batavia agrees to provide assessment services to Pavilion 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. In consideration and for the compensation for the services set forth herein, Pavilion shall pay to Batavia the total sum of eighteen thousand, three hundred dollars (\$18,300.00). This sum shall be paid in two equal installments of nine thousand, one hundred, fifty dollars (\$9,150.00). The first payment due on or before March 1, 2027 and the second payment due on or before September 1, 2027.
3. The Assessor provided by Batavia shall be responsible for assessing all parcels of real property located in Pavilion 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 shall be assessed at the same uniform percentage of market value in all of the assessing units participating in the Agreement throughout the term of the Agreement. Such percentage of market value shall be annually printed on the tentative assessment rolls for the participating assessing units.

4. 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.
5. The Assessor shall for all compensation purposes only, be deemed an employee of Batavia and Batavia shall pay the Assessor's salary and make employer's contributions for retirement, social security, health insurance, workers' compensation, unemployment, and other similar benefits.
6. The Assessor shall be deemed an employee, agent and/or representative of Pavilion regarding liability and any and all other issues resulting from actions performed as the Pavilion Assessor.
7. This Agreement does not include attorney services and Pavilion shall provide and pay for all attorney fees and expenses in its jurisdiction.
8. Each party shall indemnify, defend, and hold the other and their officers, employees and agents, and their respective successors and assigns harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorney's fees, consequential damages, and punitive damages), arising out of or from, or alleged to arise out of or arise from, the performance of the terms and conditions of this Agreement by either party or by any of either party's subcontractors, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the respective and comparative negligence or intentional misconduct of each respective party or any entity for which each party is legally responsible. This indemnity applies regardless of whether the claim is presented by an employee of either party and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for each party under any Workers' Compensation acts, disability benefits acts or other employee benefits acts.
9. Each party warrants that it will respectively maintain at its sole expense the insurance policies identified and required pursuant to **EXHIBIT A**, annexed hereto and made a part hereof, for the conduct of the respective officers, employees, or agents of each party related to the services provided pursuant to this Agreement, that shall be secured from a company in good standing rated A- or better by A.M. Best that is licensed to do business in the State of New York. By mutual agreement in writing, the parties may waive or modify any insurance policy requirements and/or any limits thereof.
10. This Agreement shall become effective on October 18, 2026, and expire on October 17, 2027, with an option for either municipality to terminate this Agreement upon a ninety (90) day prior written notice to the other municipality.

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.

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

- Councilperson Steinmetz offered a motion, seconded by Councilperson Brooks

Resolution 66, 2026: A RESOLUTION OF THE Town of Pavilion ADOPTING THE 2025 Genesee County Hazard Mitigation Plan.

WHEREAS the Town of Pavilion recognizes the threat that natural hazards pose to people and property within Pavilion, and

WHEREAS the Town of Pavilion has prepared a multi-hazard mitigation plan, hereby known as 2025 Genesee County Hazard Mitigation Plan. in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS 2025 Genesee County Hazard Mitigation Plan. identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Pavilion from the impacts of future hazards and disasters; and

WHEREAS adoption by the Pavilion Town Board demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2025 Genesee County Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE PAVILION, NY, THAT:

In accordance with Local Law #2 the Town of Pavilion adopts the 2025 Genesee County Hazard Mitigation Plan. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in 5 years.

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

- Councilperson Brooks offered a motion, seconded by Councilperson Savidge

Authorization for clerk to draw a warrant on the supervisor to pay bills, holding V68, and to approve the August 2026 operating statement, bank reconciliation & clerk report.

General: \$16,620.86	Highway: \$37,143.95	Capital: \$32,027.67
Sewer: \$474,819.57	Water: \$702.00	

RESOLVED:

Approved by unanimous vote (4-0). Voting was as follows:

Supervisor James Thater	Aye
Councilperson John Rudgers	Absent
Councilperson Scott Savidge	Aye
Councilperson Lee Brooks	Aye
Councilperson Kenneth Steinmetz	Aye

COMMENTS:

- Land Separation: Supervisor will follow up
- Hamlet sidewalk maintenance: Highway Superintendent to look into
- Resident invited public to attend next planning board meeting regarding SUP

Supervisor Thater made a motion at 8:17 PM to adjourn the meeting seconded by Councilperson Steinmetz. Approved by unanimous vote (4-0). Voting all ayes.

Respectfully submitted,

Stacy Halsted
Town Clerk