

## REGULAR MEETING

June 16, 2008

A regular meeting of the Town Board of the Town of Busti was held on June 16, 2008 at 6:45 p.m., at the Town Administration Building, 121 Chautauqua Avenue, Lakewood, New York with the following members present:

Supervisor Kathleen A. Sullivan

Councilman Lyle T. Hajdu

Councilman Paul R. Hazzard

Councilwoman Marsha L. Hern

Councilman Richard A. Sanders - absent

Supervisor Sullivan called the meeting to order with the salute to the flag and a moment of silence was observed.

Those present at the meeting were: Angelo & Diane Terrano, John Francisco, Tim Young, Casey Casselman, Busti-Lakewood Recreation Director Diana Peterson, Zoning Officer Charles Stafford, County Legislator Rudy Mueller, Highway Superintendent Melvin J. Peterson.

County Legislator Rudy Mueller reported that the county passed legislature making it possible for home owners who make repairs to their home not to pay taxes on the full value but over a seven year period and asking other municipalities to look into doing the same.

Angelo & Diane Terrano reported they were happy that South Main Street water line is completed and are anxious to hook up.

Supervisor Sullivan noted that she is looking into additional funding for water connection for residents on Busti-Stillwater Road.

Busti-Lakewood Recreation Director requested the following personnel for the 2008 summer youth program:

Supervisor Sullivan offered the following motion which was duly seconded by Councilman Hazzard:

RESOLVED, that the following employees be approved for the 2008 summer youth Program:

Nicole Frangione	Playground Supervisor	\$8.00/hr.
Amanda Frangione	Assistant Supervisor	7.55/hr.
Tiffany Peterson	Counselor	7.50/hr.
Mick Peterson	Counselor	7.40/hr.
Nick Madden	Counselor	7.40/hr.
New	Tennis instructor	7.15/hr.
New Playground	Counselor	7.15/hr.

The playground program is an 8 week program that runs 5 days/wk from 8am-5pm for youth



Lakewood, New York 14750

hereinafter referred to as the "Association"

and

TOWN OF BUSTI

hereinafter referred to as the "Municipality"

The Association is a Not-for-Profit New York Corporation with a stated purpose to protect public rights, decencies, pleasures and amenities of Chautauqua Lake, and its tributaries, streams and keeping the same clean, and to promote game fishing, boating, tourism and recreational uses and possibilities of the Chautauqua Lake basin.

During the past several years growth of noxious weeds and algae in Chautauqua Lake has seriously jeopardized the use of said lake for recreational and tourism purposes, has created potential health hazards and has contributed to the build up of unsightly and odoriferous shoreline debris.

The Association is the only organization, public or private, which maintains Chautauqua Lake. The Association engages in permitted herbicide and mechanical weed harvesting operation, shoreline clean up and monitors lake conditions.

Chautauqua Lake contributes greatly to the economic, social and cultural base and stability of Chautauqua County and the municipality. It is therefore advantageous to the municipality and its residents to do whatever possible to protect and maintain Chautauqua Lake.

Therefore, the municipality, pursuant to authority vested in it by Law, wishes to grant financial and/or in-kind assistance to the association for the association's 2008 lake maintenance program.

In consideration of the terms and conditions hereafter express, the parties hereto agree as follows:

1. The Association hereby agrees to undertake a lake maintenance program during the calendar year 2008.

2. The municipality hereby agrees to pay to the Association the sum of ten thousand dollars (\$10,000.00) for weed control for the Association's 2008 lake maintenance program.

(a) The sum of ten thousand dollars (\$10,000.00) upon execution of this agreement and submission of a municipality detailed claim voucher in the name specified by the Municipality.

3. Prior to any payment by the municipality to the Association, the Association shall submit to the Municipality a fully itemized Municipality claim voucher. In addition, the municipality shall have the privilege to examine the records of the Association at any time during the term of this agreement and for a period of three years following the termination hereof, for the purposes of verification and audit of financial and program activities. In addition, whenever practical, the Association shall comply with the competitive bidding provision and procedures set forth in Article 5-A of the General Municipal Law.

4. It is expressly understood and agreed that for the objects and purposes of this agreement, the term "weed" shall include all noxious plants vascular, algae and otherwise, and that any governmentally sanctioned program of aquatic ecological control which includes weed and/or algae control and for which the association holds and possesses all necessary and current permits

from the New York State Department of Environmental Conservation, may be considered an appropriate and acceptable program for the objects and purposes of this agreement.

5. The association acknowledges that it is an independent corporate entity to, and not an employee, servant or agent of, the municipality, with the municipality having no voice whatsoever, except as provided herein, in methods, materials or equipment used, or the areas of Chautauqua Lake selected for treatment under the aforesaid lake maintenance program, the municipality's sole interest being the public benefit from said lake maintenance program and insuring that the municipality's funds are used exclusively for the objects and purposes herein set forth.

6. The association shall indemnify and hold the municipality harmless from any liability, claim, demand, or judgment arising from the association's carrying out of its lake maintenance program and shall maintain in full force and effect the following policies of insurance for the purposes of coverage only and not for payment of premium:

(a) Comprehensive General Liability Insurance covering product/operations for the term of this agreement and for a term of one year from the termination date of this agreement and further covering the hold harmless provisions of this agreement with a single limit coverage of at least \$300,000 for bodily injury and \$50,000 for property damage.

(b) Workers Compensation Insurance in amount and forms at least equal to the minimum coverage, if any, required by the State of New York, for any employee of the association for whom coverage is mandated by law.

Prior to commencing performance of the terms of this agreement, the association shall, if requested, exhibit to the municipality proof of compliance with the foregoing requirements. The association shall notify in writing the municipality of any cancellation, termination or modification of the insurance herein required.

7. The municipality hereby reserves the option to terminate or cancel this agreement, in whole or in part, in the event that the association fails to comply with the terms and conditions of this agreement.

8. This agreement shall terminate December 31, 2008.

The parties hereto have made and executed this agreement on the day, month and year first above written.

TOWN OF BUSTI  
Upon roll call vote, all aye.

CHAUTAUQUA LAKE ASSOCIATION, INC.

Supervisor Sullivan offered the following resolution which was duly seconded by Councilman Councilwoman Hern:

RESOLVED, that the following board appointments be approved:  
Thomas Danielson to the Zoning Board of Appeals retroactive April 1, 2008.

Denise Klizek to the Zoning Board of Appeals retroactive April 1, 2008.

David Paterniti as Chairman of the Planning Board retroactive April 1, 2007.

Upon roll call vote, all aye.

Supervisor Sullivan noted the following correspondence:

Time Warner Cable re: programming agreement services & TWX & Time Warner Cable to effect a complete separation of Time Warner Cable.

Environmental Facilities Corporation re: Oak View Dairy, LLC. 2006 Annual CNMP Update Application for state assistance.

Cummins Inc. re: Application to NYS Dept. of Environmental Conservation for 1 – Article 19 Air Title V. Facility.

State of New York, Department of Agriculture & Markets re: Farmland Protection Implementation Projects.

Supervisor Sullivan offered the following motion which was duly seconded by Councilwoman Hern:

RESOLVED, that Supervisor Sullivan be authorized and directed to pay the presented General Fund, Highway Fund, Joint Recreation and Hazeltine Public Library bills for Abstract No. 11 from warrant #381 to and including #415 in the amount of \$31,368.28.

Upon roll call vote, all aye

Upon motion duly made by Supervisor Sullivan the meeting adjourned at 7:10 p.m.

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Diane M. VanDewark, Town Clerk

