

REGULAR MEETING

April 20, 2009

A regular meeting of the Town Board of the Town of Busti was held on April 20, 2009 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
Councilman Richard A. Sanders
Councilwoman Marsha L. Hern

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

Those present were: Angelo & Diane Terrano, Jessie Robbins, Tim Young, Warren VanDewark, John Francisco, Lee & Sharon Fischer, Lakewood-Busti Police Chief John Bentley and Highway Superintendent Melvin J. Peterson.

Jessie Robbins presented the board with "The Busti Bulletin" and information on the Hamlet Yard Cleanup Day to be held on May 2, 2009.

Wendy Gesaman appeared before the board regarding property she wishes to purchase on Second Avenue in Cottage Park (384.12-35).

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

WHEREAS, in February 2009 the Town acquired from the Count of Chautauqua a 25' x 120' lot on Second Avenue, designated as tax map Section 384.12, Block 4, Lots 35, and

WHEREAS, it is no longer necessary for the Town to retain the property, and

WHEREAS, Wendy Gesaman has proposed to purchase the property for \$1,500.00,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town, in regular session duly convened, does hereby authorize and direct the Supervisor to execute and deliver to Wendy Gesaman such instruments as are necessary to convey the said lot for \$1,500.00, and on additional terms to be negotiated by the Supervisor except that the Town shall not provide a survey or abstract of title, subject to a permissive referendum as permitted by law.

Upon roll call vote, all aye.

Rebecca Anderson appeared before the board requesting to purchase property in Cottage Park known as Section 384.12, Block 4, Lots 20, 21, 30 & 31. She was requested to send a proposal to the town board.

Lee & Sharon Fischer appeared before the board regarding creek/water overflow in Cottage Park This was referred to Councilman Hajdu, Highway Superintendent Melvin J. Peterson, and Jon Jablonski from the Chautauqua Watershed Conservancy.

Tim Young appeared on behalf of the Busti Hamlet Development committee stating that Sam Nelson donated a flag pole to the Hazeltine Library.

Lakewood-Busti Police Chief John Bentley presented the 2008 Annual Report and there have been 2,900 incidents to date for 2009.

Highway Superintendent Melvin J. Peterson reported that the town will receive from the New York State Department of Transportation Chips Capital Reimbursement Program \$114,132.

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

RESOLVED, that upon the recommendation of Highway Superintendent Melvin J. Peterson, the town purchase 6" water line pipe from the Village of Lakewood which was quoted at \$3.00 ft.

Upon roll call vote, all aye.

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

RESOLVED, that Melvin J. Peterson be authorized to attend 2009 Highway School in Ithaca, New York from June 1st to June 3rd with all expenses to be paid for by the town.

Supervisor Sullivan officered the following motion which was duly seconded by Councilman Sanders:

RESOLVED, that the town approve the following agreement with the Town of Ellicott for assessing services retroactive to April 1, 2009.

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2009 by and between:

THE TOWN OF ELLICOTT, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred to as "ELLICOTT ",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, ELLICOTT is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, ELLICOTT is empowered to enter into an agreement on contractual basis with BUSTI for the provision by BUSTI of an Assessor to ELLICOTT pursuant to Section 119-0 of the General Municipal Law of the State of New York, subject to approval by both the Town Board of BUSTI and the Town Board of ELLICOTT; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of BUSTI and by a majority vote of the Town Board of the Town of ELLICOTT, the parties hereto agree as follows:

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to ELLICOTT during the term of this Agreement, and ELLICOTT agrees to engage BUSTI by and through its Assessor to provide such service in accordance with the subject to the terms of this Agreement.

(2) Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of ELLICOTT .

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide ELLICOTT an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every year on the Annual Reassessment program, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of ELLICOTT, as ELLICOTT shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by ELLICOTT's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to ELLICOTT shall be determined by the Town Board of BUSTI. The Town

Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for ELLICOTT.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to ELLICOTT not set out in the agreement shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 3 (three) days per week to BUSTI and ELLICOTT's assessing and shall be present at the BUSTI / ELLICOTT Assessor's Offices or in the field for its benefit for such time period

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, ELLICOTT shall furnish all postage and NYS Office of Real Property Services required assessor software to provide assessing services for ELLICOTT. Assessor and staff shall furnish their own automobile and only be reimbursed for necessary mileage incurred after having first reported to the ELLICOTT Assessor's Office.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be paid by ELLICOTT: ELLICOTT shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of ELLICOTT's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. ELLICOTT shall also bear any and all costs for any postage for notices required to be sent to owners of property located within the Town of ELLICOTT relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of ELLICOTT: ELLICOTT shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, ELLICOTT, shall pay any and all costs associated with any re-evaluation of ELLICOTT property ordered by any Court or which may be ordered by the Town Board of ELLICOTT, on any and all real property located within ELLICOTT. Additionally, ELLICOTT shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of ELLICOTT, and shall further pay any and all costs associated with any appraisal of real property located in ELLICOTT ordered by BUSTI's Assessor, after consultation

with the Town Board of ELLICOTT, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of ELLICOTT: All assessing records of ELLICOTT shall be maintained at, and all assessing functions of ELLICOTT shall be conducted by BUSTI's Assessor at Assessor's Office, 200 East Third Street, Jamestown, New York, 14701, during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of ELLICOTT Town Board be designated as ELLICOTT's Assessor.

(5) Fees:

(a) Total Sum: ELLICOTT shall pay to BUSTI the sum of twenty six thousand two hundred fifty dollars (\$26,250.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: ELLICOTT shall pay BUSTI thirteen thousand one hundred twenty five dollars (\$13,125.00) on April 15, 2009; and thirteen thousand one hundred twenty five dollars (\$13,125.00) on August 15, 2009.

(c) Delinquency: In the event that ELLICOTT does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. ELLICOTT shall be liable for Assessor's services rendered to the time of termination on prorated basis.

(d) Term: The term of this Agreement shall be for a period of 9 months, commencing on April 1, 2009, and continuing to December 31, 2009.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on the 2nd March, 2009 and Town of ELLICOTT adopted on the 2nd day of March, 2009.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written.

Upon call vote, all aye.

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

RESOLVED, that payment be made to Greater Jamestown Empire Zone in the amount of \$10,750 for Busti's share of the administrative costs.

Upon roll call vote, all aye.

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

RESOLVED, that the town request bids returnable on May 18, 2009 for the operation of the transfer station for garbage and recyclables commencing June 1, 2009.

All aye.

Supervisor Sullivan noted the Comprehensive Plan done in 1970 and moved to request Town Clerk Diane M. VanDewark to mail the revised addendum & modification to Peter J. Smith & Company, Inc., Clark Patterson Lee Design Professionals and Nussbaumer & Clark, Inc. on the existing plan done in two parts, Part 1 being dated March 17, 1970 and Part II being dated July 1, 1970 with proposals returnable May 4, 2009 which was duly seconded by Councilman Sanders:

All aye.

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

RESOLVED, that upon the recommendation of Highway Superintendent Melvin J. Peterson the town pay Jamestown Macadam, Inc. prepayment of \$80,000 for hot mix asphalt for the 2009 paving season upon approval from the state comptroller's office.

Supervisor Sullivan, aye.

Councilman Hajdu, aye

Councilman Hazzard, nay

Councilman Sanders, aye

Councilwoman Hern, aye

Councilman Hazzard stated that he will not run this fall for re-election. He has graciously served the town for nearly 30 years.

Supervisor Sullivan noted the following correspondence:

Southern Tier West Regional Planning & Development Board re: Application Workshops April 20 & 24th.

Chautauqua County Legislature re: Training for Occupancy Tax Funding Applications on April 21st at Chautauqua County Legislative Chambers 6:30 p.m.

Diane Terrano re: Information on lifeguarding age requirements.

US Census canvass.

Stateline Speedway Fireworks scheduled for June 27, 2009.

Town of North Harmony re: Chautauqua Lake Management Commission meeting May 13th at 7:00 p.m.

Work Project court sentence notifications.

Time Warner Cable re: Agreements with programmers

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

RESOLVED, that Supervisor Sullivan be authorized and directed to pay the presented General Fund, Highway Fund, Joint Recreation Fund and the Hazeltine Public Library for Abstract No. 7 from warrant #257 to and including #298 in the amount of \$43,562.60.

Upon roll call vote, all aye.

Upon motion duly made by Supervisor Sullivan the meeting adjourned at 7:23 p.m.

Diane M. VanDewark, Town Clerk