

REGULAR MEETING
September 21, 2009

A regular meeting of the Town Board of the Town of Busti was held on September 21, 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 Sanders
Councilman Hajdu
Councilwoman Marsha L. Hern
Councilman Paul R. Hazzard

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, Highway Superintendent Melvin J. Peterson and Lakewood-Busti Police Chief John R. Bentley.

Lakewood-Busti Police Chief John R. Bentley noted that the county is presently working on changing the speed limit on South Main Street Extension to 45mph all the way to the Pennsylvania line. He reported 757 incidents for the month of August with a total of 6,930 to date.

Highway Superintendent Melvin J. Peterson reported that Village of Lakewood, Town of Kiantone and Chautauqua County DPW removed debris from Crescent Creek. Councilman Hajdu stated this was a very impressive project taking out 60 loads before the canal was completed. This is an example of how municipalities can and should work together.

Councilman Hajdu moved that Supervisor Sullivan be authorized to sign the following agreement with County of Chautauqua for Shadyside Road Debris Basin/Constructed Wetland and that she be authorized to sign and execute an easement agreement with the landowner upon approval of counsel which was duly seconded by Councilman Hazzard.

AGREEMENT

Shadyside Road Debris Basin/Constructed Wetland

This Agreement is made as of September 8, 2009 by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

CONTRACTOR: TOWN OF BUSTI

A Municipal Corporation
121 Chautauqua Avenue
Lakewood, New York 14750
hereinafter called "Contractor."

WHEREAS, County has appropriated funds for a portion (2%) of the Occupancy Tax to support various projects dedicated to the enhancement and protection of the lakes and streams of Chautauqua County, and

WHEREAS, Contractor, with the consent and cooperation of the New York State Department of Environmental Conservation; intends to engage in a project to install a debris basin/constructed wetland on a tributary to Chautauqua Lake and has submitted an application therefor, and

WHEREAS, this project was approved and funds awarded by Resolution No. 94-09 of the County Legislature,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. Contractor shall undertake an efficient and environmentally sound project to install a debris basin/constructed wetland on a tributary to Chautauqua Lake and pursuant to and in accordance with the terms of the application annexed hereto as Appendix D. Contractor's program shall be conducted in strict compliance with all safety requirements and environmental standards. Services shall maximize public benefit by helping to protect public health and by improving the economic, recreation fishing tourist, and aesthetic qualities of the lake.

Specifically, Contractor shall install a debris basin/constructed wetland (DB/CW) on an unnamed tributary to Chautauqua Lake. The DB/CW) will be built adjacent to Shadyside Road between Fairmount Avenue (NYS Rt. 394) and Hunt Road on parcel 385.04-1-10. Construction will occur by placing a dam or barrier across the waterway to form a basin for catching and storing sediments and waterborne debris. A portion of the area behind the basin will be designed as a march zone (wetland). It should also be noted that an existing septic leachate field adjacent to the stream channel will be removed/eliminated as part of the project. The impoundment will trap sediment, including nutrients and debris and allow for removal prior to reaching Chautauqua Lake. The marsh zone will improve water quality through settlings, filtration, uptake, chemical and biological decomposition, volatilization, and adsorption. Removal of the septic field eliminates nutrient loading to the stream (and thus Chautauqua Lake). Contractor is responsible for applying for all appropriate New York State permits.

During the term of this Agreement, Contractor shall submit a written financial and program activities report to the County Department of Planning. Such report shall provide detailed information concerning the scope of services provided and related locations where services were performed.

2. Payment. County shall pay Contractor the maximum sum of forty-nine Thousand and No/100 Dollars (\$49,000.00) for reimbursement of actual expenses reasonably and necessarily incurred pursuant to this Agreement including expenses for personnel and labor, materials and equipment as shown on the budget attached hereto as appendix E. County shall advance the sum of Fourteen Thousand Eight Hundred Twenty and No/100 Dollars (\$14,820.00) upon execution of the Agreement. Payment of the balance may be made in monthly installments or at completion of the project.

Each payment shall be made upon submission by Contractor to County of properly executed, itemized, and certified County claim vouchers in form and content approved by the Director of Planning or duly authorized subordinate and accompanied by such fiscal records and documentation as may be reasonably requested by County including proof of completed work and submission of records supporting eligible expenditures. Contractor shall return to County any funds advanced by County but unused or not expended for approved purposes or eligible expenses within seven (7) days of receipt of notice from County.

3. Term. This Agreement shall commence as of March 1, 2009, and shall terminate November 30, 2009, provided either party can terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party. County may immediately terminate this Agreement in writing in the event Contractor fails to comply with the provisions hereof.

4. Funding. Contractor understands and agrees that the project is dependent on funding by Chautauqua County. This agreement shall be considered executory to the extent of such funds. In the event that Contractor's approved application requires funding from non-County or other sources or requires the performance of in-kind, then Contractor shall insure such funding or services are available prior to commencement of the project.

5. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendices A, B, and C attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth.

By Gregory J. Edwards, County Executive By Kathleen Sullivan, Supervisor
All aye.

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

RESOLVED, final payment be made to L. W. Parker Enterprises Inc. in the amount of \$10,429.36.

Upon roll call vote, all aye.

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

RESOLVED, that notifications be mailed to residents for unpaid water accounts stating that unless payment is made to the Jamestown City Treasurer's Office by October 30, 2009 the amount will be levied on their 2010 county and town tax bill.

Upon roll call vote, all aye.

Supervisor Sullivan noted the workshop sponsored by Chautauqua County Department of Planning & Economic Development, WNYAPA, and Southern Tier West Regional Planning & Development Board on Tuesday, September 29th at Chautauqua Suites 4:30-7:00 pm and authorized the following resolution:

RESOLVED, that any town board member, zoning board, planning board member and the comprehensive advisory committee member be authorized to attend the workshop at Chautauqua Suites on September 29th at a cost of \$15.00 to be paid by the

town.

Upon roll call vote, all aye.

Councilman Hajdu noted that he and Highway Superintendent Melvin J. Peterson are working with Dan Butera, owner of 2884 Garfield Road to correct his drainage issues.

Supervisor Sullivan noted the following reports and correspondence:

Town of North Harmony Budget for Ashville Fire District 2010.

Maplehurst Country Club, Inc. Liquor License Renewal.

State of New York, Department of Transportation re: Region 5 to develop next five-year Capital Program.

Letters sent by Alan & Lois Sandberg to Anthony Tedesco and town board re: property at 982 Southwestern Drive.

State of New York, Department of Transportation re: 45 MPH on Cowing Road.

Labella bulletin re: Energy efficiency Studies Receive 100% funding from NYSERDA.

Office of Chautauqua County Emergency Services re: ISO's Public protection Classification (PPC) Program on Wednesday September 23rd at JCC.

Zoning Board of Appeals Minutes August 26, 2009.

Time Warner Cable re: Agreements with programmers for their services.

National Grid re: Customer Meeting/Energy Efficiency Expo Wednesday October 7, 2009 8:00 am to 5:00 pm at the Buffalo Convention Center.

State of New York Department of Public Service re: National Lifeline Discounted Telephone Service.

Busti Apple Festival on Sunday, September 27th.

Supervisor Sullivan moved that the town go into executive session to discuss the negotiations with the Board of Public Utilities regarding the water contract with the town and the Village of Lakewood and to discuss the former Nelson property which was seconded by Councilman Sanders.

All aye.

Councilman Sullivan made a motion that the board returned from executive session which was seconded by Councilman Hajdu:

All aye.

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

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. 16 from warrant #647 to and including #721 in the amount of \$215,647.15.

Upon roll call vote, all aye.

Upon motion duly made by Supervisor Sullivan the meeting adjourned at 7:55 p.m.

Supervisor Sullivan moved to reopen the meeting which was duly seconded by Councilman Hazzard:

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

RESOLVED, that the town accepts the proposal from Safford Services in the amount of \$4,000 to demolish the house at 1857 Maple Street and to remove all materials to the landfill and the town be responsible for filling in the hole.

Upon roll call vote, all aye.

Supervisor Sullivan moved to close the board meeting of the Town of Busti.

Diane M. VanDewark, Town Clerk