

REGULAR MEETING

May 17, 2010

A regular meeting of the Town Board of the Town of Busti was held on May 17, 2010 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 Jessie M. Robbins
Councilwoman Marsha L. Hern
Councilman Kenneth J. Lawton
Councilman Richard A. Sanders

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

Present at the meeting were: Angelo & Diane Terrano, Tim & Candy Young, Robert & Judy Schultz, Lorie Robbins, Cynthia Carlson, Johneen Hoose, Warren VanDewark, Lakewood-Busti Police Chief John Bentley, Zoning Officer Charles Stafford, Attorney Joel H. Seachrist and Highway Superintendent Melvin J. Peterson.

Robert & Judy Schultz appeared before the board regarding the town comprehensive plan. Supervisor Sullivan noted the Comprehensive Meeting being hosted by the Chautauqua County Department of Planning being held on Wednesday, May 19, 2010 at Jamestown Community College at 6:30 p.m.

Tim Young reported that there will be a Busti Hamlet Development Meeting on Thursday, May 20th at 7:00 p.m.

Highway Superintendent Melvin J. Peterson reported that more work will begin on Monday on the Shadyside Road Debris Basin/constructed wetland. parking areas will be paved at Loomis Park and placement of the new flag pole at the Busti Cemetery will be determined by Councilman Robbins, Highway Superintendent Melvin Peterson and Town Clerk Diane VanDewark. He also has to apply for a transfer permit for the property owned by the town on Hoag Road which is used for a brush dump.

Lakewood-Busti Police Chief John Bentley reported 3,730 incidents to date.

Cynthia Carlson and Johneen Hoose appeared before the board regarding a letter they received from a complaint made by John McGreath regarding a race track for ATV's in a field next to his property which was referred to Attorney Joel H. Seachrist and Zoning Officer Charles Stafford.

Supervisor noted that a letter of support will be sent to Chautauqua Watershed Conservancy for Loomis Goose Creek Wetlands Preserve. The town board is in agreement that making the creek accessible for kayak and canoe launching would benefit all residents. The Town of Busti Highway Department will support this project with in-

kind contributions and provide the wood chips for the trail from the parking area to the creek.

Supervisor Sullivan moved the following agreement with Chautauqua Lake Association, Inc. which was duly seconded by Councilman Sanders:

AGREEMENT

Made this 17th day of May, 2010 by and between:

CHAUTAUQUA LAKE ASSOCIATION, INC.

429 East Terrace Avenue

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 2010 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 2010.

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 2010 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, 2010.

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

Upon roll call vote, all aye.

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

RESOLVED, that Town Court Clerk Nancy Jordan be authorized to attend the SEI users group meeting on Friday, June 11, 2010 in Brockton, New York and that expenses for mileage and lunch of \$10 be paid by the town.

Upon roll call vote, all aye.

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

RESOLVED, that Town Clerk Diane M. VanDewark has received three quotes for a new copy machine for the town office building and be it further resolved that based upon the quotes received authorize her to lease a new copy machine.

Upon roll call vote, all aye.

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 Fund and the Hazeltine Public Library for Abstract No. 9 from warrant #302 to and including #341 in the amount of \$29,726.49.

Upon motion made by Supervisor Sullivan the meeting adjourned at 8:10 p.m.

Diane M. VanDewark, Town Clerk