

REGULAR MEETING  
July 7, 2014

A regular meeting of the Town Board of the Town of Busti was held on July 7, 2014 at 6:45 p.m., at the Busti Lakewood Recreational Center, 9 W. Summit St, Lakewood, New York with the following members present:

Supervisor Jesse M. Robbins  
Councilman Richard B. Thor  
Councilman Kenneth J. Lawton  
Councilman Todd M. Hanson  
Councilman Brett A. Muccheck

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

Present at the meeting were: Mary Griffin, Jim Loomis, Lorie Robbins, Deputy Town Clerk Susan Huffman, Inspection Officer Jeff Swanson, Highway Superintendent Melvin Peterson, Busti-Lakewood Rec Director Diana Peterson, Post Journal Reporter Mallory Diefenbach, and Lakewood-Busti Police Chief John Bentley.

Residents present were given the opportunity to be heard.

Lakewood Busti Police Chief John Bentley reported that there have been 6,565 incidents YTD. Officers were present at the opening night of Stateline Speedway, there were very few incidents, and overall the night went well. Officers were present at the Fourth of July event in the Village of Lakewood. There were two shifts over the 4<sup>th</sup> of July weekend that utilized the DWI grant.

Highway Superintendent Melvin Peterson reported that the Highway Department is on vacation this week with the exception of Jeremy Hasson and Tanner Delahoy. Suit Kote has been working on Gleason Road. South Main Street has been crack sealed. The department will begin paving in the next week and a half. Superintendent Peterson has received one bid for tree removal at the Bentley Cemetery and is waiting for more.

Supervisor Robbins moved the following resolution which was duly seconded by Councilman Lawton:

**RESOLVED**, that the Town of Busti accept the following agreement with the Village of Lakewood to share services of Code Enforcement Officer.

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Upon roll call vote, all aye

Supervisor Robbins moved the following motion which was duly seconded by Councilman Thor.

**RESOLVED**, that Brett Muccheck represent the Town of Busti on the proposed Chautauqua Lake & Watershed Management Alliance.

All aye.

There was discussion regarding forming the Comprehensive Plan Oversight Committee. Supervisor Robbins will contact David Paternitti and Don McCord.

There was discussion regarding the hiring of a Certified Public Account to do an external audit which would be used by Moody's Investor Service for rating NY Local Governments. No decision was made.

Inspection Officer Jeff Swanson has recommended that the town begin charging a fee for Firework Display Permit Applications. Town Clerk Darlene Nygren will contact other municipalities as to what their town policies is for such an application.

Supervisor Robbins moved the following resolution which was duly seconded by Councilman Muccheck.

**RESOLVED**, that Supervisor Robbins be authorized and directed to pay the presented General Fund, Highway Fund, Joint Recreation Fund and the Hazeltine Public Library for Abstract No. 14 from warrant #404 to and including warrant #470 in the amount of \$72,774.29.

Upon roll call vote, all aye. Carried

Supervisor Robbins moved to accept the minutes of June 16, 2014 which was duly seconded by Councilman Thor.

All aye.

Councilman Thor reported that the Ad hoc committee has been meeting on Wednesday evenings. There have been approximately 12 members of the public that have been attending the meetings in addition to the committee. The committee has discussed Shared Services for the Recreation Center with Southwestern Central School. Rudy Mueller spoke in regards to the budgets for the Village of Lakewood and Town of Busti, Bill Evans spoke regarding the Chautauqua Avenue Project and the need to update due to the fact that it has been 10 years since the original project was developed. This week Chief Bentley and local merchants will be speaking, and on August 27<sup>th</sup> Senator Cathleen Young will be speaking.

Councilman Hanson reported that he and the Court are putting numbers and information together that are needed to submit the Justice Court Assistance Program Grant application.

Councilman Lawton reported that the Bike Trail Committee has renamed the trail as the LoCo Rail Trail, for Lower County, indicating the possibility of the trail going beyond Busti/Lakewood. The committee is creating a website LoCotrail.org. Nate Barron is designing a logo for the bike trail which can be used on banners and posters. Hollyloft has donated a \$550 bike to be raffled off and provided a trailer that was used at the 4<sup>th</sup> of July celebration in the Village to hand out maps and information about the trail. The committee is continuing to seek ways of raising money in support of the bike trail, they are approaching different foundations for donations but the foundations are waiting on the decision as to whether the DOT will be awarded. The railroad has a Club Car that they have said they would allow the committee to use for an event but it will only be available on the railroads schedule. Councilman Lawton will be submitting a proposed agreement for the lease from the railroad. The money from the Community Foundation can only be used for trail building activities. The committee will be opening a checking account to deposit money that can be used where the committee deems necessary. There is a fund raiser scheduled for August 3<sup>rd</sup> and will be held at Southern Tier Brewery. Councilman Lawton asked the board members and Superintendent Peterson to consider "Inkind Services" possibly using the Highway Department and to investigate how those services would be measured.

Upon motion duly made by Supervisor Robbins the meeting adjourned at 7:50 p.m.

All aye.

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Darlene H. Nygren, Town Clerk

## AGREEMENT

This Agreement is made and entered into this 7<sup>th</sup> day of ~~June~~<sup>July</sup>, 2014, by and between the VILLAGE OF LAKEWOOD, a municipal corporation defined by General Municipal Law, Section 119-n(a) of the State of New York, hereinafter referred to as the "Village," and the TOWN OF BUSTI, a municipal corporation defined by General Municipal Law Section 119-n(a) of the State of New York, hereinafter referred to as the "Town."

### WITNESSETH:

*Whereas*, every town and village in the State of New York is charged under Section 281(2) of the Executive Law with administration and enforcement of the New York uniform fire prevention and building code and the New York State energy conservation construction code; and

*Whereas*, the Town and Village are empowered by law to have a code enforcement officer (CEO) pursuant to Section 20 of the Town Law of the State of New York and Section 3-301 of the Village Law of the State of New York; and

*Whereas*, pursuant to local Village law, the Village's CEO is charged with the enforcement of the New York State uniform fire prevention and building code and the energy conservation construction code; and

*Whereas*, Article VII of the Village zoning code provides that the Village zoning code shall be enforced by a code enforcement officer appointed by the municipality; and

*Whereas*, the Town presently has a single appointed CEO; and

*Whereas*, the Village and the Town wish to share the services of the Town's CEO; and

*Whereas*, the Town and the Village are empowered to enter into an agreement on a contractual basis for the sharing of the services of the CEO employed by the Town pursuant to Section 119-o of the General Municipal Law of the State of New York,

subject to approval by both the Town Board of the Town and the Village Board of the Village; and

*Now, therefore*, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Statement of Agreement.** During the term of this Agreement, the Town agrees to provide and make available its CEO to the Village, and the Village agrees to utilize the services of the Town's CEO, in accordance with and subject to the terms of this Agreement.
2. **Legal Basis.** This Agreement is authorized pursuant to and by Article 5-g, Section 119-o, of the General Municipal Law of the State of New York.
3. **Delivery of Services.**
  - a) The Town shall provide a CEO to the Village to administer and enforce the uniform fire prevention and building code, the energy conservation construction code, and the Village code, including, but not limited to, the Village zoning code, with respect to all real property and improvements located within the Village.
  - b) **Code Enforcement Responsibilities.** The responsibilities of the CEO shall be those set forth in Section 381 of the New York Executive Law, the uniform fire prevention and building code, the energy conservation construction code, the Village zoning code, and other Village statutes, as well as any and all other responsibilities properly delegated to the CEO by the Mayor of the Village.
  - c) **Personnel Policies.** The CEO shall at all times be an employee of the Town. Nonetheless, in providing services to the Village pursuant to this Agreement, the CEO shall be subject to the sole direction and supervision of the Mayor of the Village.
  - d) **Dispute Resolution.** Any conflict between the parties to this Agreement concerning the extent and manner of the performance of the code

enforcement services delivered to the Village shall be resolved by agreement by and between the Supervisor of the Town and the Mayor of the Village.

- e) **Dedication of Time.** The CEO shall devote a minimum of twenty (20) hours per week to the Village and shall be present at the offices of the Village or in the field for the benefit of the Village for such time period. To the extent practicable, the time devoted to the Village shall be on the same days and during the same hours each week and shall be agreed upon between the Village and the Town. The CEO shall not conduct any code enforcement functions for any municipality other than the Town and the Village without the express written consent of the Village. With the exception of any "after hours" agreement.
- f) **Termination.** Either party to this Agreement may terminate this Agreement upon ninety (90) days' written notice to the other party.

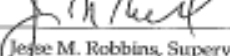
**4. Resources.**

- a) **Salary and Benefits.** The Town shall be solely liable for the salary and any benefits to which the CEO shall be entitled. The CEO shall be at all times during the term of this Agreement an employee of the Town.
- b) **Office Expenses.** The Village shall furnish all required office equipment, office space, utilities, postage, and supplies required to provide code enforcement services for the Village.
- c) **Expenses to be paid to the Town by the Village.** The Village shall reimburse the Town an amount equal to fifty percent (50%) of the salary paid by the Town to the CEO. Payment shall be made on a monthly basis or such other time periods as the parties may agree. The Town shall be solely liable for any and all benefits and/or perquisites provided to the CEO. Two times a year.
- d) **Liabilities of the Town and Village.** The Town shall bear all liabilities associated with any erroneous, illegal, or inappropriate actions by the CEO while performing his duties for the Town and shall hold the Village harmless

with respect thereto. Similarly, the Village shall bear all liabilities associated with any erroneous, illegal, or inappropriate actions performed by the CEO while performing his duties pursuant to this Agreement for the Village and shall hold the Town harmless with respect thereto.

- e) **Records of the Village.** All code enforcement and other building records of the Village shall be maintained at the offices of the Village and shall at all times be, and remain, the property of the Village.
  - f) **Designation of CEO.** The CEO shall be designated by resolution of the Village as the Village's CEO.
5. **Term.** The term of this Agreement shall be for twelve (12) months, commencing on June 1, 2014, and continuing to June 1, 2015.
6. **Authorization.** This Agreement is made and executed pursuant to a resolution by the Town Board of the Town, adopted on July 7, 2014, and the Village Board of the Village adopted on June 23, 2014. Pursuant to said resolutions, the Supervisor of the Town and the Mayor of the Village are authorized to and have executed this Agreement the day and year first above written.

TOWN OF BUSTI


By   
Jesse M. Robbins, Supervisor

VILLAGE OF LAKEWOOD

By   
David T. Wordelmann, Mayor

State of New York        )  
                                  : ss.  
County of Chautauqua    )

On the 1<sup>st</sup> day of ~~June~~<sup>July</sup>, 2014, before me, the undersigned, a notary public in and for said state, personally appeared JESSE M. ROBBINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
DARLENE H. NYBERG  
Notary Public, State of New York  
No. 01N0251841  
Qualified in Chautauque County  
Commission Expires October 28, 2015

State of New York        )  
                                  : ss.  
County of Chautauqua    )

On the 23<sup>rd</sup> day of June, 2014, before me, the undersigned, a notary public in and for said state, personally appeared DAVID T. WORDELMANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
JOSEPH M. JOHNSON  
Notary Public, State of New York  
No. 5003408  
Qualified in Chautauque County  
Commission Expires Oct. 18, 2014