

REGULAR MEETING  
August 3, 2015

A regular meeting of the Town Board of the Town of Busti was held on August 3, 2015 at 6:45 p.m. at the Town of Busti Administration Building, 125 Chautauqua Avenue, Lakewood, New York with the following members present:

Supervisor Jesse M. Robbins  
Councilman Todd M. Hanson  
Councilman Kenneth J. Lawton  
Councilman Jim Andrews

Absent:

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: Lakewood-Busti Police Chief John Bentley, Attorney Joel Seachrist, Mary Griffin, Bob and Judy Schultz, and Post Journal Reporter Mallory Diefenbach.

Chief John Bentley reported 6,748 incidents year to date, and noted there were two fatal car accidents in the Town of Busti in the past two weeks.

Highway Superintendent Melvin Peterson reported on Highway Department activities, which included mill/repaving Pine Ridge, stone & oiling parts of Wellman, Cowing, Trask, Orr, Garfield, and South Main roads for a total of 6.2 miles, and assisting the Village of Lakewood with blacktopping Terrace Avenue. He noted the Town had acquired a brine tank, at no cost, from Chautauqua County. The brine comes from the Medina gas wells and is delivered at no cost. The acquisition of the used shredder is in process, with Lakewood agreeing to split the expense. Mr. Peterson has spoken to Marsh and Maple Springs tree service companies about stump removal in the cemeteries and would like to get two more bids before making a decision.

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

**RESOLVED**, to accept the following Assessing Agreement with the City of Jamestown:

**TOWN OF BUSTI ASSESSING AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of August, 2015 by and between:

THE CITY OF JAMESTOWN, a municipal corporation located at 200 East Third Street, in the County of Chautauqua and State of New York hereinafter referred to as JAMESTOWN,  
and

THE TOWN OF BUSTI, a municipal corporation located at 125 Chautauqua Avenue, in the Village of Lakewood, County of Chautauqua and State of New York, hereinafter referred to as BUSTI.

WITNESSETH:

WHEREAS, JAMESTOWN is empowered and required to have an Assessor in accordance with the provisions of the New York State Real Property Tax Law, Section 310, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the New York State Town Law, Section 20, to name and designate an Assessor; and

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

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

- (1). Statement of Agreement: JAMESTOWN agrees to provide its Assessor and assessing services to BUSTI during the term of this Agreement, and BUSTI agrees to engage JAMESTOWN by and through its Assessor and assessing office 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). It is further understood as follows:
  - (a) That this Agreement is intended to reverse the status of the parties under a prior inter-municipal agreement by which BUSTI provided assessing services to JAMESTOWN, so that now JAMESTOWN by extension will provide assessing services not just to BUSTI but also to the Town of Chautauqua, Town of North Harmony, Town of Carroll, Town of Harmony, and Town of Kiantone (the "Participating Municipalities");
  - (b) That this Agreement will have no effect on the the inter-municipal agreements BUSTI has in place with the Participating Municipalities for the provision of assessing services;
  - (c) That BUSTI will rely on the payments it receives pursuant to those inter-municipal agreements to cover much of its costs hereunder,
  - (d) That JAMESTOWN will in no way interfere with the said inter-municipal agreements nor try to reach agreements directly with the Participating Municipalities; and
  - (e) That if during the term of this Agreement any of the Participating Municipalities decline to continue with the shared assessing arrangement, the amount BUSTI pays to JAMESTOWN under Section 6 hereof shall be proportionately reduced.
- (4). Delivery of Services:
  - (a) Service Area: JAMESTOWN shall provide an Assessor to assess all real property located within the corporate limits of BUSTI.
  - (b) Assessing Responsibilities: The Assessor of JAMESTOWN shall provide BUSTI an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. Additionally JAMESTOWN's Assessor shall attend any and all meetings of the Board of Assessment Review of Busti, as BUSTI shall require and at such meeting submit all such information as may be necessary to support any assessment or assessments determined by JAMESTOWN's Assessor which may be under review by Busti's Board of Assessment Review. The Assessor of JAMESTOWN shall not be obligated to attend any other meetings of the Board of Trustees for the purpose of reviewing specific assessments or the character and quality of such assessments provided by such Assessor.
  - (c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the JAMESTOWN Assessor, any and all other matters in and to the delivery of assessing services to BUSTI shall be determined by the City Council of Jamestown. The City Council of Jamestown

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

(d) Dispute resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to BUSTI shall be resolved by the City Council of Jamestown whose decision shall be final and conclusive.

(5). Resources:

(a) Except as otherwise stipulated, JAMESTOWN shall furnish all labor, equipment, facilities and supplies required to provide assessing services to BUSTI including offices, telephone services, labor, daily transactions, but excluding photographic expenses, postage, stationery, internet, local and long distance telephone charges, and mileage.

(b) Individual Ownership: JAMESTOWN 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 BUSTI: BUSTI shall pay any and all costs associated with providing it and JAMESTOWN's Assessor with a computerized printing of BUSTI's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. BUSTI, 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 BUSTI 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 BUSTI: BUSTI shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by JAMESTOWN's Assessor while performing his duties pursuant to this Agreement, and shall hold JAMESTOWN harmless with respect thereto. Similarly, BUSTI, shall pay any and all costs associated with any re-valuation of BUSTI's property ordered by any Court or which may be ordered by the Town Board of Busti, on any and all real property located within BUSTI. Additionally, BUSTI shall be solely responsible for any and all legal expenses incurred in defending any litigation which may accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of Busti, and shall further pay any and all costs associated with any appraisal of real property located in BUSTI ordered by BUSTI's Assessor, after consultation with the Town Board of Busti, to supplement any assessment determination made by JAMESTOWN 's Assessor.

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

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

(6). Fees:

(a) Total Sum: BUSTI shall pay to JAMESTOWN on August 1, 2015 the sum of Twenty Six Thousand Five Hundred Ninety Five Dollars (\$26,595.00) for providing assessing services for the remainder of 2015, which is equivalent to the payment of \$63,828.00 over a twelve-month period. Thereafter, BUSTI shall budget an annual payment to JAMESTOWN in the same amount per twelve month period with a two percent (2%) escalator as follows:

2016: \$65,105

2017: \$66,407  
2018: \$67,735  
2019: \$69,090, pro-rated for nine months at \$51,068 through September 30, 2019 unless a new agreement is executed between BUSTI and JAMESTOWN.)

JAMESTOWN's comptroller will provide BUSTI beginning on October 1, 2015 and continuing until October 1, 2018 with the cost differential between the above budgeted amounts and the actual cost of the expense incurred for the full time salary and benefits of the JAMESTOWN's full time assessor. BUSTI shall either pay the differential between the above budgeted amounts and/or receive a credit depending upon the actual cost. The increased amount will be pro-rated and paid in accordance with the Manner of Payment outlined in paragraph (b) below.

(b) Manner of Payment: With the exception of 2015, BUSTI shall pay JAMESTOWN one half of the annual sum due on or before March 1<sup>st</sup> of each year during the term of this Agreement, and the remainder of the annual sum due on or before August 1<sup>st</sup> of each year during the term of this Agreement.

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

(d) Term: The term of this Agreement shall be for a period of 50 months, commencing on August 1, 2015 and continuing to September 30, 2019. Said term coinciding with the remainder of the appointment for the JAMESTOWN assessor.

(e) Either party may elect to discontinue this agreement with no less than ninety (90) days written notice to the other party.

- (7). Authorization: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of BUSTI adopted on August 3, 2015 and the City Council JAMESTOWN on \_\_\_\_\_, 2015.
- (8). Execution: The parties hereto have executed this Agreement the day and year first above written.

Upon roll call vote, all aye.

Councilman Hanson reported that Solar Liberty is currently working on a proposal for solar panels and Gary Swan of Swan's Painting is working on a proposal with recommendations and costs for pressure washing and painting the Town Administration building at 125 Chautauqua Avenue. The roof issues at 125 Chautauqua are being worked on, and bids are still needed for the highway barn.

Attorney Joel Seachrist contacted Mr. Todd Saracki of Carlton Homes, LLC regarding the Copper Ridge Entrance Property being transferred from Carlton Homes to the Town of Busti. Mr. Saracki has offered to convey the parcels on either side of the entrance to the Copper Ridge subdivision. The total lot size is approximately 252' x 125', split by the highway right-of-way. Mr. Saracki is donating the land, but did request that the Town pay the recording fee of \$310.

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

**RESOLVED**, that the Town of Busti accept the Copper Ridge property from Todd Saracki of Carlton Homes, LLC and that Supervisor Robbins be authorized to sign the deed.  
Upon roll call vote, all aye.

Supervisor Robbins noted receipt of a letter transferring the deed for two plots in the Busti Cemetery from the current owner to the owner's nephew. There was discussion of whether the \$25 transfer fee would apply in the case of a transfer to a family member versus an actual sale of a plot.

Supervisor Robbins moved that the Town of Busti allow, with no fee, the transfer of a cemetery deed to a family member.

All aye, carried.

Supervisor Robbins acknowledged the retirement of Randall Holcomb, Town of Busti Assessor, effective July 31, 2015, and expressed his appreciation for Mr. Holcomb's 38 years of service.

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

**RESOLVED**, that Supervisor Robbins be authorized and directed to pay the presented General Fund, Highway Fund, and the Joint Recreation Fund for Abstract No.15 from warrant #539 to and including warrant #579 in the amount of \$94,816.75.

Upon roll call vote, all aye.

Supervisor Robbins moved to accept the town board minutes of July 20, 2015.

All aye, carried.

Councilman Lawton gave an update on recent activities of the committee for the proposed bike trail.

Supervisor Robbins moved to adjourn the meeting at 7:10 p.m.

All aye, carried.

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Susan Huffman, Deputy Town Clerk