

REGULAR MEETING
December 7, 2015

A regular meeting of the Town Board of the Town of Busti was held on December 7, 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 Jim Andrews
Councilman Todd M. Hanson
Councilman Kenneth J. Lawton
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: Highway Superintendent Melvin Peterson, Lakewood Busti Police Chief John Bentley, Attorney Joel Seachrist, Highway Deputy Superintendent Randy Milks, Mary Griffin, Jack Knowlton, John Francisco, Eric Ecklof, Susan Lane, Randy Sargent, Terry Larson and Post Journal Reporter: Mallory Diefenbach.

Town Clerk Darlene Nygren requested for town board's authorization to establish an agreement with Gov-Pay to provide the Town of Busti a means of accepting secure and compliant electronic financial transactions. The service would not generate any cost to the town, all convenience fees would be paid by the person making the payment. The convenience fees are as follows: Credit and Debit: 2.65% of transaction amount or \$3.00 minimum (whichever is greater); Pin Debit: 1.95% of transaction amount or \$3.00 minimum (whichever is greater); e-Checks: \$2.00 per check. Attorney Joel Seachrist has reviewed the agreement and found that it was adequate.

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

RESOLVED, that Town Clerk Darlene Nygren be authorized to sign the Electronic Government Payments Services Agreement with Gov-Pay, which will enable the Town Clerk office to accept credit/debit card payments.

Upon roll call vote, all aye. Carried.

Chief John Bentley reported 10,770 incidents YTD. He noted that the department is investigating several retail related incidents. Councilman Muccheck thanked the department for their work and keeping a watch over the local retail businesses.

Highway Superintendent Melvin Peterson reported the Highway Department has been mowing roadsides with the mild weather, they have finished mulching with the tub grinder and brought the grinder to the shop for maintenance over the winter; the Parks Department has been working on decorating the triangle and Hamlet area for the Christmas season. Superintendent Peterson noted that the Parks Department has a 2013 zero-turn mower that the three year warrantee is about to run out. He has talked to Zahm & Mattson about trading the mower for a new one and was offered a trade at the cost of \$2,590, the state bid for the new mower is \$8,680, Zahm & Mattson is giving \$6,090.98 for the 2013 mower. Superintendent Peterson noted there is still money available in the 2015 Parks Equipment budget and would like the board's approval to complete the trade.

Councilman Hanson motioned the following resolution which was duly seconded by Councilman Muccheck:

RESOLVED, that Highway Superintendent Peterson be authorized to trade the Parks Department 2013 zero-turn mower for a new zero-turn mower, which would include a three-year warrantee, at a cost of \$2,590.

Upon roll call vote, all aye. Carried.

Jack Knowlton reported the Lakewood Fire Department has had 839 incidents YTD and the Busti Fire Department has had over 500. Mr. Knowlton requested to have representatives from the two fire departments and the town board meet to discuss the upcoming 2016 contract. He and Supervisor Robbins

will schedule a meeting date.

Councilman Lawton presented a proposed Health Insurance Plan for 2016, the plan involves leaving NY State of Health and contracting with Independent Health, moving the renewal date from December to January, and allowing employees to choose from four plans – Standard Platinum; Standard Gold; NY PA Gold; iDirect Silver Copay; with the following allowances:

Single: \$474.06

Employee & Child: \$643.31

Employee & Spouse: \$863.50

Family: \$1,010.50

Employees that choose a plan with an Annual Deductible will be given an HRA card that is equal to half of the deductible for 2016.

Councilman Lawton also proposed that employees, who chose plans with NY State of Health that included an Annual Deductible, be given an HRA card equal to 25% of half the deductible amount for the month of December. (Example - \$2,000 Annual Deductible = \$250 December HRA card).

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

RESOLVED, that the board approve the proposed 2016 Employee Health Insurance Plan as presented.

Upon roll call vote, all aye. Carried.

Supervisor Robbins moved to set a public hearing for Local Law #3 for the year 2015 “AMENDING THE USES PERMITTED BY SPECIAL USE PERMIT IN THE CA and CAMP DISTRICTS & PROHIBITING OVERNIGHT PARKING IN TOWN PARKS” which was duly seconded by Councilman Muccheck:

Said hearing will take place on December 21, 2015 at 7:15 p.m. at the Town of Busti Administration Building, 125 Chautauqua Avenue, Lakewood, New York.

Upon roll call vote, all aye. Carried.

Supervisor Robbins moved to set a public hearing for Local Law #4 for the year 2015 Local Law No. 4 for the year 2015, “REGULATING ELECTRICAL INSPECTORS”, which would require companies performing electrical inspections within the Town of Busti to meet certain standards and obtain prior approval of the Town Board.

Said hearing will take place on December 21, 2015 at 7:30 p.m. at the Town of Busti Administration Building, 125 Chautauqua Avenue, Lakewood, New York.

Upon roll call vote, all aye. Carried.

Supervisor Robbins moved to set a public hearing pursuant to Article 450.20. I- Industrial District, B-1 of the Zoning Code on the following:

The application of Phineas & Sara Demink, d/b/a Southern Tier Brewing, 2072 Stoneman Circle, Lakewood, New York, for a band shelter allowing small music performances in the Industrial District. Said property is known as Section 385.00, Block 1, and Lot 44.2 of the official tax map of the Town of Busti.

Said hearing will take place on December 21, 2015 at 7:00 p.m. at the Town of Busti Administration Building, 125 Chautauqua Avenue, Lakewood, New York.

Upon roll call vote, all aye. Carried.

Councilman Hanson moved the following resolution which was duly seconded by Councilman Muccheck;

RESOLVED, that Extreme Marine be authorized to rent the cold storage area at the rear of the Town of Busti Administration Building, 125 Chautauqua Avenue, Lakewood, NY for storage and pay the Town of Busti 50% of the total rental fees charged to renters. Extreme Marine should provide a Certificate of Liability Insurance.

Upon roll call vote, all aye. Carried.

Supervisor Robbins noted that Southwestern Soccer Club has requested field usage at Loomis Park starting early in spring and using it through their fall session. Given an increasing number of teams entered in the spring league, the league is asking for usage nearly every evening for practices. Games will likely be played on Saturday for spring/fall and various days throughout the summer. When a schedule is set in late winter 2016, they will update the town on the exact dates if needed.

Supervisor Robbins noted that the Golden Agers Aerobics group requested to continue to meet at Lakewood Baptist Church under the town's liability insurance.

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

RESOLVED, that Supervisor Robbins be authorized to sign the following agreement for Shared Services - Code Enforcement Officer with the Village of Lakewood, with changes (amended below) to "4. Resources: item c." to include the Allocation of Obligations for the Shared Services.

AGREEMENT

This Agreement is made and entered into effective the 1st day of January, 2016, 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 381(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, whose services the Town has shared with the Village since 2014, and both parties desire to continue sharing such services; and

Whereas, the Town and the Village are empowered to enter into an agreement on a contractual basis for the continued 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.

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 during normal business hours without the express written consent of the Village.
- 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, other than those specifically set forth in Section 4(c) below, 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) Allocation of Obligations for the Shared Services. The costs and expenses related to the services provided hereunder shall be allocated between the parties as follows:
 - (i) The Village shall reimburse the Town an amount equal to fifty percent (50%) of the following:
 - ◆ Any salary paid by the Town to the CEO;
 - ◆ Any training expenses of the CEO, provided the training and related expenses have been approved by the Village prior to such training;
 - ◆ Any health insurance premium costs paid on behalf of the CEO by the Town;
 - ◆ Any annual bonus received by the CEO from the Town pertaining to the CEO's accumulation of sick days and non-use thereof.
 - (ii) The CEO currently utilizes a cell phone supplied and paid for by the Village. The Town shall reimburse the Village fifty percent (50%) of any cell phone charges paid by the Village.
 - (iii) Each municipality shall be responsible for mileage reimbursement, if any, to the CEO for mileage incurred by the CEO while performing services for that municipality.
 - (iv) The Town shall be solely liable for any and all other benefits, insurance, and/or perquisites provided to the CEO.

Payment of any sums due hereunder between the municipalities shall be made on a semi-annual basis or such other time periods as the parties may agree.

- 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 January 1, 2016, and continuing to December 31, 2016. This Agreement shall automatically renew for successive twelve (12) month terms unless either party provides notice to the other of its intent to terminate this Agreement pursuant to paragraph 3(f) above.
6. **Authorization.** This Agreement is made and executed pursuant to a resolution by the Town Board of the Town, adopted on December 7, 2015, and the Village Board of the Village adopted on December 14, 2015. Pursuant to said resolutions, the Supervisor of the Town and the Mayor of the Village are authorized to and have executed this Agreement.

TOWN OF BUSTI

Dated: December ____, 2015

By _____
Jesse M. Robbins, *Supervisor*

VILLAGE OF LAKEWOOD

Dated: December ____, 2015

By _____
David T. Wordelmann, *Mayor*

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.23 from warrant #846 to and including warrant #899 in the amount of \$203,729.88.

Upon roll call vote, all aye. Carried.

Supervisor Robbins moved to accept the town board minutes of November 16, 2015 which was duly seconded.

All aye, carried.

Councilman Andrews reported that the Chautauqua Lake and Watershed Alliance will be meeting December 15th at the Stow Senior Citizens Center.

Supervisor Robbins motioned to adjourn the meeting at 7:25 p.m. which was duly seconded.

Respectively Submitted by:

Darlene H. Nygren, Town Clerk