

ORGANIZATION MEETING
January 7, 2013

The Organization Meeting of the Town of Busti was held on the 7th day of January, 2013 at 6:45 p.m., at the Town Administration Building, 121 Chautauqua Avenue, Lakewood, New York.

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: Town Justice Lyle T. Hajdu, Lori Robbins, Attorney Joel H. Seachrist, Busti-Lakewood Recreation Director Diana Peterson, Highway Superintendent Melvin J. Peterson and Lakewood-Busti Police Chief John Bentley.

Justice Lyle T. Hajdu administrated the oath of office to newly elected Councilman Todd M. Hanson

Supervisor Robbins moved to go into executive session on a personnel matter which was duly seconded by Councilman Lawton:

All aye.

Supervisor Robbins moved to return from executive session which was duly seconded by Councilman Hanson:

All aye.

Supervisor Robbins offered the following motion that the appointments, employee benefits, policies and agreements be duly approved as outlined in the organizational document which was duly seconded by Councilman Thor:

Upon roll call vote, all aye.

RESOLVED, that elected officials shall be paid the following:

Supervisor Jesse M. Robbins	\$ 12,000.00
Town Justice Lyle T. Hajdu	11,500.00
Town Justice Walter H. Dahlgren	11,500.00
Councilman Richard B. Thor	5,500.00
Councilman Todd M. Hanson	5,500.00
Councilman Kenneth J. Lawton	5,500.00
Councilman Brett A. Muccheck	5,500.00
Highway Superintendent Melvin J. Peterson	66,916.00
Town Clerk Diane M. VanDewark	58,072.00

and be it further

RESOLVED, that highway employees unless otherwise determined by the Town Board and Highway Superintendent shall be paid at the following rates:

Five or more years of service as of 1/1/2005	\$23.85 per hour
Laborer rate	\$12.00 per hour

and be it further

FURTHER RESOLVED, that highway employees hired after January 1, 2012 shall be paid at the following rates:

Up to two years of service as of 1/1/2012	\$15.00 per hour
Three or more years of service as of 1/1/2012	17.00 per hour
Five or more years of service as of 1/1/2012	20.00 per hour

RESOLVED, that the Highway Superintendent be appointed as the Director of Operations of Busti Sewer District No. 1 & No. 3 and as Director of Operations for all water Districts at no salary.

RESOLVED, that Randy Sargent in his capacity as parks, maintenance and cemetery employee be paid \$23.85 per hour, and be it further

RESOLVED, that Randy L. Milks be appointed Deputy Highway Superintendent at the rate of \$25.63 per hour. This rate for deputy highway superintendent will be a bonus \$1.78 added on to the MEO highway employee rate hired five or more years of service before 1/1/2005, and be it further.

RESOLVED, that Elizabeth Davis be appointed as Court Clerk for the Town Court at \$22.88 per hour, and

RESOLVED, that Nancy Jordan be appointed part-time Court Clerk at \$13.43 per hour for four months and

RESOLVED, that Darlene Nygren be appointed full time Deputy Town Clerk at an hourly rate of 14.42, and be it further

RESOLVED, that Meghan Bentley be appointed as Court officer at an hourly rate of \$15.00, and it be further,

RESOLVED, that Diane M. VanDewark be appointed as Deputy Zoning Officer at no salary, and be it further

RESOLVED, that Diane M. VanDewark be appointed Registrar for the period of January 1, 2013 thru December 31, 2013 at no salary, and be it further

RESOLVED, that Darlene Nygren be appointed Deputy Registrar for the town at no salary.

RESOLVED, that Cathy Andrews be paid as assessor's clerk in the assessor's office at an annual salary of \$36,586 and be it further

RESOLVED, that the rate of pay shall be \$94,027 for the Assessor Randall G. Holcomb of which \$26,000 will be paid by the City of Jamestown and the difference, \$68,027 shall be paid by the Town of Busti, and be it further

RESOLVED, that Laurie Sorg be paid up to 1,040 hours at \$21.96 per hour in the assessor's office.

RESOLVED, that Monday, February 4, 2012 at 7:00 p.m. be set for the annual audit of town accounts by the Town Board, and be it further

RESOLVED, that members of Busti Planning Board and Board of Appeals shall be compensated \$50.00 for each board meeting that they attend, and that the Board of Review be compensated \$100.00 per day for each day that they attend in accordance with the local law authorizing such payment, and be it further

RESOLVED, that Seachrist Law Offices, P.C. be appointed attorneys for the Town at an hourly rate of \$100.00 per hour, and be it further

RESOLVED, that the Diana Peterson be appointed as Recreation Director at \$11.98 per hour, and be it further

RESOLVED, that Melanie Eddy be appointed Zoning & Building Code Enforcement Officer for the town at an annual salary of \$19,161, and be it further

RESOLVED, that Randall Erickson be appointed as Dog Control Officer for the town at an annual salary of \$3,805 and be it further

RESOLVED, that upon the recommendation of Supervisor Robbins. Councilman Thor be appointed as Deputy Supervisor who shall serve at no salary annually, and be it further

VACATION, HOLIDAY & SICK LEAVE

RESOLVED, that the following vacation, holiday and sick leave schedule for all town employees hired before January 1, 2012, whether full-time or part-time, be and the same is hereby adopted.

A. Town employees who have been employed by the Town of Busti for a period of at least ONE year shall be accorded TWO working weeks paid vacation during the calendar year.

B. Town employees who have been employed by the Town of Busti for a period of at least SIX years shall be accorded THREE working weeks paid vacation during the calendar year.

C. Town employees who have been employed by the Town of Busti for ELEVEN years shall be accorded FOUR working weeks paid vacation during the calendar year.

BE IT FURTHER RESOLVED, that the following vacation schedule for all full time town employees hired after January 1, 2012 is hereby adopted:

A. Town employees who have been employed by the Town of Busti for a period of at least ONE year shall be accorded ONE working week paid vacation during the calendar year.

B. Town employees who have been employed by the Town of Busti for a period of at least TWO years shall be accorded TWO working weeks paid vacation during the calendar year.

C. Town employees who have been employed by the Town of Busti for a period of at least EIGHT years shall be accorded THREE working weeks paid vacation during the calendar year.

D. Town employees who have been employed by the Town of Busti for FIFTEEN years shall be accorded FOUR working weeks paid vacation during the calendar year.

E. No vacation or holiday pay will be given to part-time employees hired after January 1, 2012.

F. Part-time employees hired before January 1, 2012 shall receive vacation pay and holiday pay based on the average number of hours per week during preceding year as follows: (Total number of hours worked in preceding year divided by 52 weeks) times hourly pay rate = weekly vacation pay. Vacation pay for part-time workers shall be paid only in conformance with subparagraph A through C of this paragraph. For purposes of vacation pay employees who work an average of 37 1/2 hours per week or more shall be considered full-time employees.

G. Years of service shall be determined from year of hire.

H. All vacation leaves must be approved at least three weeks in advance by the appropriate department head. Department heads shall notify their Supervisor as to the dates they take vacation. Any vacation time not utilized during calendar year 2013 accruing by virtue of this resolution, shall be forfeited on December 31, 2013. Vacation time used over and above the amount allowed any given year will be deducted from employees' wages.

I. When an employee is entitled to more than two weeks vacation, the employee may take vacation for a period of no more than two weeks at a time. A period of two months of work without vacation must intervene before an employee may take any further vacation unless otherwise approved by the Town Board. Employees shall be entitled to vacation leave on a calendar year basis and not from the anniversary date of hire. Employees leaving town service shall be paid pro-rata from January 1st to the

date of termination of service of the calendar year in which they leave service.

J. Employees may elect to forego unused vacation time up to one week of which they will receive vacation pay equivalent to earning of period foregone.

K. Employees shall be entitled to two ten minute breaks during each work day of seven and one half hours or more.

L. A leave accrual form will be filled out by all salary employees listing time worked, sick and holiday time for each payroll and hourly employees shall list their sick and holiday time for each payroll and submit the form to the town supervisor/bookkeeper for report purposes.

HOLIDAYS

A. The following paid holidays will be accorded:

- (a) New Years Day, January 1
- (b) Martin Luther King, January 21
- (c) Presidents' Day, February 18
- (d) Good Friday, March 29
- (e) Memorial Day, May 27
- (f) Independence Day, July 4
- (g) Labor Day, September 2
- (h) Columbus Day, October 14
- (i) Veteran's Day, November 11
- (j) Thanksgiving Day, November 28
- (k) Day after Thanksgiving, November 29
- (l) Christmas Day, December 25

B. Any employee may be required by his Department Head to work on any holiday (as defined in subparagraph "A" above). if it is necessary for the efficient operation of the Town government. If any employee is required to work on a holiday, he may receive pay for the time worked plus regular holiday pay or he may be granted extra vacation time equivalent to time worked.

C. All employees of the Town, who are required to work on holidays as defined by this resolution, and to include Easter Sunday, shall be paid overtime pay in addition to holiday pay for each hour worked on any given holiday. For purpose of this resolution, Saturdays and Sundays shall not be considered holidays. Each employee whose hours total more than forty (40) hours during any one week (to include days for which the employee has elected to use sick or vacation time) shall be paid overtime pay for any hour or fraction thereof in excess of forty (40) hours.

CELL PHONES

RESOLVED, that Justice Lyle T. Hajdu & Justice Walter H. Dahlgren receive \$20.00 per month towards their cell phone cost.

RESOLVED, that each highway employee pay \$15.00 per month for the minimum cell phone plan together with any overages to the town and if they choose to upgrade their plan they must pay the difference plus overages.

JURY DUTY

Any employee, including part-time employees, who shall be called for jury duty shall not suffer loss of pay as a result of such call of duty, but shall be paid by the Town for the difference between the pay for such

duty and the pay he would have received had he worked at his town job that day.

LONGEVITY PAY

Any non-elected employee who prior to January 1 of this year has served ten years or more in the full-time service of the town and part time employees who have previously been employed full time for a period of more than ten years, shall be entitled to be paid between December 1st and December 20th, longevity pay of \$200.00 plus \$20.00 per year for each year worked in excess of ten years (prior to January 1st).

SICK LEAVE AND OTHER LEAVE

The Town of Bust under of Section 41 and Subdivision (j) of Section 341 of the Retirement and Social Security Law elects to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave to all tiers of membership. All full-time regular town employees shall be entitled to one day a month sick leave accumulative to one hundred sixty-five days (165) for the following purposes:

(a) Absence by reason of illness, injury, any physical or mental incapacity or by reason of quarantine resulting from an order of medical authority.

(b) Death in the employee's immediate family or in the immediate family of the employee's spouse.

(c) Absence with pay may be charged to sick leave with the prior approval of the Department Head for the following personal reasons:

1. Employee's personal attendance at business appointments during working hours.
2. Employee's attendance at funeral other than those in Section (b).
3. Employee's personal attendance at religious observance.
4. Employee's personal appointments for medical services.

(d) Incentive: Any full-time employee who has accumulated ten sick days during the period between January 1st and December 20th and agrees to accumulate the same and not use the same between December 20th and December 31st, will be paid \$750.00 on December 20th, should that person have used two sick days or less during the prior twelve (12) month period. A leave accrual form will be filled out by all employees listing both sick time and holiday time for each payroll and submitted to the supervisor/bookkeeper for report purposes.

(e) After seven days the Town will pay the difference between the period of disability, up to the limit of accumulative sick leave. If the employee is not entitled to any disability insurance benefits, he shall not be entitled to any leave pay hereunder except for the first period of sickness prior to eligibility for disability insurance benefits.

(f) Holiday and vacation pay will not be earned or accrued during the period of disability, nor will the employee accrue or earn sick pay benefits or credits during the disability period. Health insurance will continue to be paid during the time an employee is disabled for a period of no more than one year provided the employee has been employed full time for a period of five years, provided however, that in the event the employee is disabled by reason of injury compensable under the Workers compensation Act, this provision shall be of no force or effect.

ACCUMULATED SICK LEAVE UPON RETIREMENT

Employees shall forfeit any accumulated sick leave at the time they retire and leave service of the town shall not be compensated for the same.

HEALTH/HOSPITALIZATION INSURANCE

A. All full-time employees, defined as those who work an average of 37 ½ hours per week or more over the course of a calendar year, shall be entitled to Health and Hospitalization Insurance premiums as offered by the Town of Busti.

B. Part-time employees including elected officials shall be entitled to participate in the Town's health

insurance program, provided, however, that the person so electing to participate pays all charges for such insurance coverage.

C. All retired town employees and elected officials who participated in the Town's health insurance program shall be entitled to continue health insurance coverage in the Town's health insurance program, provided, however, that the person so electing to participate pays all charges for such insurance coverage.

D. Full time employees who are eligible for health insurance who do not elect to have health insurance coverage shall be reimbursed the sum of \$1,500.00 on or between December 14th and December 31st. Such amount shall be paid retroactive to January 1st of 2012 and prorated based upon the number of months for which the employees has elected not to have coverage.

E. Full time employees covered under the Independent Health IDirect 1 Series will receive health insurance at ten percent (10%) cost to the employees with the town picking up the deductible (with the balance at end of year property of the town).

CAFETERIA PLAN (BENEFITS PLUS)

A. The Town Board of the Town of Busti finds it to be in the best interest of its employees to adopt a cafeteria plan pursuant to Section 125 of the Internal Revenue Code.

B. The cafeteria plan will apply to part-time employees who have served the Town of Busti continuously for a period of six months, full-time employees; and elected employees.

C. The plan shall commence on January 1, 2013 through December 31, 2013.

D. The annual maximum cafeteria amount shall be \$2,500.00.

E. Benefits Plus of New York, LLC, is hereby designated as administer, payments shall be made quarterly.

F. The Supervisor of the Town of Busti shall have the authority to execute an agreement and other documents as may be necessary to implement the plan and further, the Town Board designates as supervisor of the Town of Busti, to appoint Benefits Plus of New York, LLC, as plan administrator for the plan, and to change the administrator from time to time with the advise and consent of the Town Board and it is further resolved that the Town Clerk is hereby directed to enter a copy of the adoption agreement, the cafeteria plan and this resolution as part of the minutes of the Town of Busti.

DEFERRED COMPENSATION

RESOLVED, that Supervisor Robbins shall act as trustee of the deferred compensation plan.

FURTHER RESOLVED, that the town will match contributions of each employee up to 2% of the employee's compensation for any employee participating in the town's deferred compensation plan. Elected officials are ineligible for the 2% deferred compensation plan.

PROCUREMENT POLICY

WHEREAS, Section 104-b of the General municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law; and

WHEREAS, comments have been solicited from those officers of the town, involved with procurement; NOW, THEREFORE, be it

RESOLVED: That the Town of Busti does hereby adopt the following procurement policies and procedures:

Guideline 1. Every prospective purchase of goods or services shall be evaluated to determine the

applicability of GML, Section 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusion reached shall be documented and kept with the files or other documentation supporting the purchase activity.

Guideline 2. All purchases of a) supplies or equipment which will exceed \$20,000 in a fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML Section 103.

Guideline 3. All estimated purchases of:

Less than \$20,000 but greater than \$3,000 require a written request for a proposal (RFP) and written/fax quotes from 3 vendors.

Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral/fax quotes from 2 vendors.

Less than \$1,000 but greater than \$250 are left to the discretion of the Purchaser.

All estimated public works contracts of:

Less than \$30,000 but greater than \$10,000 require a written RFP and fax/proposal from 3 contractors.

Less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from 2 contractors.

Less than \$3,000 but greater than \$500 are left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase of public works contract.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6. Except when directed by the town board, no solicitation or written proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$250.00;
- i) Public works contracts for less than \$500.00.

Guideline 7. This policy shall be reviewed annually by the town board at its organizational meeting or as soon thereafter as is reasonably practicable.

MEETINGS

RESOLVED, that the 1st & 3rd Monday of each month be designated as a regular meeting night of the Town Board, and be it further

RESOLVED, that there will be town board meetings on Tuesday, January 22nd, February 19th and September 3rd.

RESOLVED, that the board hold work sessions at 6:00 p.m. before all board meetings each month, and be it further

RESOLVED, that the time of the meeting shall be 6:45 p.m. and the Highway Superintendent shall give his report on each meeting night, and be it further

RESOLVED, that all meetings be held at the Town Administration Building, 121 Chautauqua Avenue, Lakewood, New York.

RESOLVED, that the following committees be appointed:

Assessing:

- a. Committee (Ken, Brett & Randy Holcomb)

Highway, Recreation & Town Building:

- b. Committee: (Ken & Todd)

Insurance Committee:

- c. Committee: (Rick & Brett)

Health Insurance & Compensation:

- d. Committee: (Jesse, Melvin & Diane)

Audit:

- e. Committee: (Jesse, Brett, Todd, Rick & Ken)

Police Negotiations:

- f. Committee: (Jesse, Rick & Todd)

Parks:

- g. Committee: (Todd & Brett)

Shared Services:

- h. Committee: (Jesse, Ken, Todd, Brett & Rick)

Water Projects:

- i. Committee: (Ken, Todd & Melvin)

OFFICIAL NEWSPAPER

RESOLVED, that the Post-Journal be designated the official newspaper for the Town at the following rates for 2013 \$.485 per line for the first insertion and \$.395 per line for additional insertions of same copy, and be it further

MILEAGE

RESOLVED, that the rate of mileage for all Town Officials, when authorized, is hereby set at \$.47 a mile for 2013 and be it further

TOWN FUNDS

RESOLVED, that Supervisor Robbins be authorized and directed to invest idle Town funds in legal investments bearing interest, and be it further

RESOLVED, that M & T Bank, East Fairmount Avenue, Lakewood, New York; , JP Morgan/Chase, Buffalo, New York, be designated as the official depositories of town funds, and be it further

RESOLVED, that the following investment policy be and hereby is adopted:

INVESTMENT POLICY OF THE TOWN OF BUSTI

The objectives of the Investment Policy of this Local Government are to minimize risk, to insure that investments mature when the cash is required to finance operation; and to insure a competitive rate of return. In accordance with this policy, chief fiscal officer is hereby authorized to invest all funds including proceeds of obligations in:

Certificates of Deposit issued in a bank or trust company authorized to do business in New York State;

Obligations of the United States Government;

The following Banks are designated by the Town of Busti;

M & T Bank, Lakewood, New York

(Certificate of Deposit, Savings and Checking accounts).

JP Morgan/Chase, Buffalo, New York

(Certificates of Deposit, Savings and Checking Accounts).

COLLATERAL:

Certificates of Deposit shall be fully secured by insurance of the Federal Deposit Insurance Corporation or by obligations of New York State or obligations of the United States or obligations of federal agencies the principal and interest of which are guaranteed by the United States, or obligations of New York State local governments.

Collateral shall not be required with respect to the direct purchase of obligations of New York State, obligations of the United States, and obligations of federal agencies the principal and interest of which are guaranteed by the United States Government.

The governing Town Board of the Town of Busti shall review and approve the investment policy, at least annually, and if practicable, at its organizational meeting and the members shall review and amend, if necessary these investment policies.

The provisions of these investment guidelines shall take effect prospectively, and shall not invalidate the prior selection of any Custodial Bank or prior investment.

POSTING TOWN ROADS

WHEREAS, it is the Town of Busti Highway Superintendent's opinion that vehicles weighing more than six tons per axle can do severe damage to town highways, and

WHEREAS, the Vehicle and Traffic Law, Section 1660, provides that town boards may by local law, ordinance, order, rule or regulation exclude from the use of town highways vehicles weighing in excess of four tons, now therefore be it

RESOLVED, that in accordance with Section 1660 of the Vehicle and Traffic Law of the State of New York that it is hereby ordered by the Town Board of the Town of Busti that all town highways maintained by the Town of Busti be closed to vehicles weighing in excess of six tons per axle, except for purposes of local delivery, upon the posting of a sign to that effect upon such highways by the Town Highway Superintendent, and it is further

ORDERED, that upon application to the Town Board, vehicles weighing in excess of six tons per axle may travel upon posted roads if granted a permit to do so by the Town Board, and it is further

ORDERED, that such highway or highways shall remain closed to such vehicles until such time as the Town Highway Superintendent shall cause the sign posting such notice to be removed from such highway or highways; and it is further

ORDERED, that any person or persons violating this order shall be penalized in accordance with Article 45 of the Vehicle and Traffic Law of the State of New York; and it is further

ORDERED, that the Town Clerk of the Town of Busti shall cause a copy of this order to be published in the official legal newspaper of the Town.

FIREMEN ENGAGED IN FUND RAISERS

RESOLVED, that all members of the Busti Fire Department, Inc., the Lakewood Volunteer Fire Department, Inc. and the Ashville Fire Department, Inc., shall for the purposes of Article 10 of the General Municipal Law of the State of New York be deemed to be performing duties as firemen when engaged in fund raising activities in the year 2013 for such department when authorized by the Board of Directors of the respective fire company and shall be entitled to all the benefits in such cases made and provided. This resolution shall not be deemed to constitute consent to such activity or activities, as defined by General Municipal Law, Section 204-a, subparagraph 8, where alcohol is served or sold as a part of such activity.

Resolved, that the supervisor be authorized to enter into the following agreement with the Chautauqua County Humane Society Inc. SPCA Animal Holding Agreement:

CHAUTAUQUA COUNTY HUMANE SOCIETY INC., SPCA ANIMAL HOLDING AGREEMENT

AREEMENT, made this 7th day of July, 2008, by and between the municipal corporation organized and existing under the law of the State of New York, herein referred to as the Town of Busti and the Chautauqua County Humane society, Inc., SPCA, an incorporated humane society, organized and existing under the laws of the State of New York, and having its principal place of business at 2825 Strunk Road, Jamestown, New York, hereinafter referred to as the "SPCA".

WITNESSETH:

WHEREAS, the parties hereto desire to enter into an agreement pursuant to Section 115 of the Agriculture and Markets Law of the State of New York, to provide for the care and sheltering of dogs and cats found within the, New York, placed in the custody of the SPCA by the Animal Control Officer or Dog Control Officer, hereinafter referred to as the ACO/DCO, or any other person.

NOW, THEREFORE, it is AGREED as follows:

1. The SPCA agrees to maintain as its place of business, adequate facilities for the proper care and sheltering of dogs which may be placed there by the ACO/DCO, or any other person.
2. The SPCA agrees to provide the ACO/DCO with access to the police room and its cages in which to leave animals. The police room is available 24 hours a day with the use of a key issued to the ACO/DCO. The ACO/DCO or any other person authorized by the Town of Busti shall sign a DL-18 form leaving all copies except the white copy, at the SPCA, when placing said dog there and give such other information at said time with reference to date and place of pickup, breed of dog, as may be required by law.
3. Stray animals brought to either the Animal Holding Center or Pet Adoption Center by people other than the ACO/DCO shall be housed and cared for as described in items #1 and 4. SPCA staff shall notify the Town of Busti ACO/DCO of the stray animal brought in from his/her municipality. If the animal remains housed at the SPCA, the ACO/DCO will be required to complete the appropriate paperwork at the SPCA (i.e. DL-18) and the Town of Busti will be charged SPCA fees as detailed in #5.
4. The SPCA agrees to property care for, feed and maintain any animal so left at its place of business for the redemption period so required by law, unless said animal is so sick or injured and it is determined by the SPCA that the animal should be disposed of immediately, to end its suffering, in the manner provided

by law. In the event said animal is not redeemed by the owner thereof, as required by law, the SPCA shall have the right to euthanize or adopt out the said animal as provided by law. In the event the animal is euthanized, the SPCA shall make a written report of such euthanization to the Town of Busti. The Town of Busti, through its ACO/DCO shall be responsible for maintaining records as required by Section 188 of said law.

5. The Town of Busti agrees to pay the SPCA fees, costs and charges as follows:

- a. The sum of \$15.00 per day board fee for dogs, for each day held as required by the Agriculture & Markets, and for any dogs held by order of the court.
- b. The sum of \$50.00 for each dog euthanized or cremated.
- c. The sum of \$5.00 for each dog to cover administrative fees.
- d. In the event that the owner of such animal so placed with the SPCA redeems the animal, the owner shall pay board fees directly to the SPCA for such redeemed dogs for the processing of the DL-18 and as required by law. The Town of Busti will not be charged board fee for the dogs that are redeemed by their owners, but will be required to pay the \$5.00 administrative fee for each dog.

6. Any impoundment fees for a dog redeemed by its owner shall be paid directly to the Town of Busti. Upon proof of payment of the impoundment fees, payment of board fees to the SPCA, and proof of compliance with any other applicable provisions of the law, the SPCA shall release the animal to its owner.

7. In the event the Town of Busti enacts any local law or ordinance establishing different redemption periods than those contained in Section 118 of the Agriculture & Markets Law, or in the event that the Town of Busti adopts any local laws or ordinances establishing additional conditions for the adoption of an animal or release from custody thereof, the Town of Busti agrees to provide written notice to the SPCA of the provisions. The SPCA shall not be responsible for the said law or ordinance until written notice has been provided from the Town of Busti.

8. The payment of charges incurred by the Town of Busti pursuant to the terms of this agreement shall be made quarterly upon receipt of an itemized statement from the SPCA to the Town of Busti and received by the SPCA within thirty (30) days.

9. Both parties hereto agree that no animal placed at the kennels of the SPCA shall be used for experimentation or vivisection purposed, either dead or alive.

10. The terms of this agreement shall be effective as of July 7, 2008 and shall continue until either party shall give thirty (30) days notice in writing to the other party of its intention to terminate the same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the duly authorized officers as of the day and year first above written.

RESOLVED, that the supervisor be authorized to in enter into the following agreement with Pet Animal Hospital:

PET ANIMAL HOSPITAL AGREEMENT

FEES: Dogs \$50.00 – Euthanasia and disposal
Dogs over 100# \$75.00 Euthanasia and disposal.

Contract Terms: good for one year with automatic annual renewal. Either party shall give thirty (30) days notice in writing to the other party of its intention to terminate.

HAZELTINE LIBRARY AGREEMENT

This agreement made and entered into this 7th day of January, 2013, by and between:

TOWN OF BUSTI
121 Chautauqua Avenue
Lakewood, New York, hereinafter referred to as "TOWN"
and
HAZELTINE PUBLIC LIBRARY
891 Busti-Sugar Grove Road
Jamestown, New York hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide services to TOWN and its residents;

NOW, therefore, it is hereby agreed by and between TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2013, to December 31, 2013: Library facilities and library services to members of the general public.

2. TOWN shall pay to ORGANIZATION the sum of \$50,000.00 for such services on or before the 1st day of February, 2013.

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

LAKWOOD MEMORIAL LIBRARY AGREEMENT

This agreement made and entered into this 7th of January, 2013 and between:

TOWN OF BUSTI
121 Chautauqua Avenue
Lakewood, New York, hereinafter referred to as "TOWN"
and
LAKEWOOD MEMORIAL LIBRARY
12 W. Summit Avenue
Lakewood, New York, hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide service to TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2013 to December 31, 2013 Library facilities and library services to members of the general public.

2. TOWN shall pay to ORGANIZATION the sum of \$50,000 for such services on or before the 1st day of February, 2013

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

AGREEMENT FOR ADMINISTRATION OF DRUG AND ALCOHOL TESTING SERVICES

This 6th day of January 2003 an agreement was made between Town of Busti and Lakeshore Employee Testing Services, Inc. at 202 E. Main Street, Fredonia, New York 14063.

For the purpose of this agreement, hereinafter referred to as the Company will be Town of Busti.

OVERVIEW

The Company desires to secure professional and technical services from Lakeshore Employee Testing Services, Inc. To perform drug and alcohol testing, engage in related activities that are either required or made advisable by: Federal, State and Local Regulations, the Employee Testing Act of 1991 and the Drug free Workplace act of 1988.

Lakeshore Employee Testing Services, Inc. will provide Administrative services to the Supervisors and similar personnel who are its members, and to the organizations which employ them.

In consideration of mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

Section 1. Services Provided

Lakeshore Employee Testing Services, Inc. shall perform the services which are set forth in Appendix "A", attached hereto. The parties agree that the services shall be performed by Lakeshore Employee Testing Services, Inc. or its qualified employees or subcontractors.

Section 2. TERM

This agreement shall commence on or about January 1st and continue through until December 31st. Thereafter, it shall be renewed for a new fiscal year upon the same terms, unless either party gives notice to the other or least 30 days prior to the termination date of its intent to terminate the agreement.

Section 3. FEE

The Company agrees to pay and Lakeshore Employee Testing Services, Inc. agrees to accept as full payment for the work and services performed and the granting of rights pursuant to this agreement, a fee computed as set forth in Appendix "B" attached hereto. Unless otherwise specified in Appendix "B", payment shall be made monthly for work completed, upon invoice from Lakeshore Employee Testing Services, Inc. Lakeshore Employee Testing Services, Inc. shall not be entitled for expenses or otherwise, except as set forth in Appendix "B", or except as otherwise agreed.

All fees for services rendered shall be invoiced monthly, and are due upon receipt of invoice. Should the account become 60 days delinquent, Lakeshore Employee testing Services, Inc. reserves the right to hold further tests results until the delinquency has been corrected. Lakeshore Employee Testing Services, Inc. will also notify the laboratory and the MRO that Lakeshore Employee Testing Services, Inc. is not responsible or liable for any testing costs incurred while the account is on credit hold. Should the account become 90 days delinquent, Lakeshore Employee Testing Services, Inc., reserves the right to place the account for collection.

Section 4. TERMINATION

Either party may terminate this Agreement by 30 days prior written notice, or for cause, effective upon giving written notice. In the event of termination, Lakeshore Employee Testing Services, Inc. shall be entitled to payment for work and services properly performed up to the termination date.

Section 5. TAX

The Company is exempt from paying manufacturer's excise tax, floor, use of sales taxes to any state, providence, city, county or country for all materials pursuant to this agreement.

Section 6. INDEMNIFICATION

By Lakeshore Employee Testing Services, Inc.: Lakeshore Employee Testing Services, Inc. shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission, or breach of this agreement by Lakeshore Employee Testing Services, Inc., its agents or employees, in the performance of its obligations under this agreement.

By Company: The Company shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission or breach of this agreement by the Company, its agents or employees, in the performance of its obligations under the agreement.

Section 7. COMPLIANCE WITH ALL LAWS

Lakeshore Employee Testing Services, Inc. agrees that, during the performance of the work required pursuant to this agreement, it and all of its employees or agents shall endeavor to comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations governing its actions during such work.

Section 8. NOTIFICATIONS OF SUIT

In the event a party is sued, or otherwise becomes the subject of action before a court, administrative agency or an arbitration tribunal, relating to work performed or other services rendered hereunder, it shall notify the other party as soon as possible of same.

Section 9. EXTENT OF AGREEMENT

This agreement, including the Appendices hereto, constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, representations, agreements, and or conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be changed or by its Authorized Agent.

Section 10. INDEPENDENT CONTRACTOR

The relationship between Lakeshore Employee Testing Services, Inc. and the Company is that of independent contractor and Lakeshore Employee Testing Services, Inc. Agrees to do all things legally required to establish and maintain its status as an independent contractor. Lakeshore Employee Testing Services, Inc., in accordance with its status an independent contractor, covenants and agrees that it will conduct itself consistent with such status, and that it will neither hold itself out as nor claim to be, an

officer, employee or agent of the Company by reason hereof. The employees or agents of one party shall not be deemed employees or agents of the other. As an independent contractor, Lakeshore Employee Testing Services, Inc. and any person(s) engaged by it shall not be entitled to any medical health pension, retirement, disability, unemployment, worker's compensation or other insurance coverage or any other benefit similar or dissimilar, from the Company. The parties agree that all reporting by either of them to income tax and other governmental agencies shall be consistent with the provisions of this paragraph.

Section 11. GOVERNING LAW AND VENUE

This agreement is made under and shall be governed by the law of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Chautauqua, State of New York.

Section 12. NON-WAIVER

In the event that the terms and conditions of this agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver of modifications of the agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this agreement thereafter.

Section 13. SEVERABILITY

If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall in no way be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 14. MISCELLANEOUS

The section headings in this agreement are for the convenience of reference only and shall not be used in interpretation of this agreement. The singular number used herein shall include the plural and plural the singular. The neuter, masculine or feminine genders used herein shall be deemed to include each other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement intending to be legally bound upon approval of the Town of Busti.

FIRE PROTECTION, EMERGENCY SERVICE
AND
AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT, is made this 4th day of January, 2010, between the Town of Busti, a municipal corporation located in the County of Chautauqua and State of New York, *party of the first part*, and the Village of Lakewood, a municipal corporation located in the Town of Busti, *party of the second part*, the Busti Fire Department, Inc., a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York, *party of the third part*, and the Lakewood Fire Co., Inc. a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York, *party of the fourth part*.

Whereas, Lakewood Fire Co., Inc. is a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York located in the Village of Lakewood, which department operates motorized fire-fighting, emergency and ambulance equipment owned by the Village of Lakewood, and

Whereas, a fire protection district, designated for convenience, Busti Fire Protection District #1, has heretofore been created in the Town of Busti by action taken by the Town Board of said town, after a hearing under provisions of Article 11 of the Town Law, which fire protection district comprises the entire area of the Town of Busti excepting only that portion of the town which is contained within the incorporated Village of Lakewood, the area contained in Busti Fire Protection District #2 and the area contained in the Ashville District, a portion of which is within the Town of Busti, and

Whereas, the Busti Fire Department, Inc., is a corporation organized and existing under the provisions of the Not-for-Profit Corporation Law of the State of New York which department owns and operates motorized fire-fighting, emergency and ambulance equipment, which is housed in the hamlet of Busti, in said Fire Protection District #1, and

Whereas, the Town Board of the Town of Busti, has by resolution adopted after notice and public hearing under the provisions of Section 184 of the Town Law and Section 209-b of the General Municipal Law authorized the execution of a contract with the two above-mentioned fire departments for the furnishing by them of fire protection, emergency service, and emergency ambulance service in such Busti Fire Protection District #1, and has made provisions for the assessment and the collection of a tax to cover the cost of such protection, and

Whereas, the aforesaid fire departments have taken appropriate action authorizing the making and execution of this contract for the furnishing of fire protection, emergency service, and emergency ambulance service in such Busti District #1, and

Whereas, the Board of Trustees of the Village of Lakewood has, by appropriate resolution, authorized the use of the fire trucks, fire fighting equipment, and emergency and ambulance equipment of said Village for rendering assistance in such Busti Fire Protection District, and has authorized the execution of this contract,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties to this agreement have agreed and do hereby contract as follows:

1. The Busti Fire Department, Inc., and the Lakewood Fire Co., Inc. do agree each for itself and its members, that they will furnish the services and efforts of their members and utilize and operate the fire fighting equipment, emergency equipment, and ambulance equipment available to them, in fighting and extinguishing fires and providing emergency service and emergency ambulance service as set forth in Section 209-b of the General Municipal Law in said Busti Fire Protection District #1 and agree that they will from time to time make inspections of properties and fire hazards in such District and suggest precaution and methods of fire prevention in such District for the Benefit and use of the inhabitants of such District, for a period of one (1) year beginning January 1, 2010.

2. The Lakewood Fire Co., Inc., and the Busti Fire Department, Inc. shall make, and from time to time modify, practical plans and arrangements for the division of work and responsibility in the making of inspections and in fighting small fires and the provision of emergency service and emergency service and emergency ambulance service located in the areas of the Busti Fire Protection District #1, most conveniently reached by one or the other of such fire departments, and arrangements to provide for the joint service of all large and dangerous fires, emergencies, and emergency ambulance services and to provide for a single-handed direction and control of fire fighting, emergency, and ambulance equipment of the two departments and of the efforts and work of the members thereof and of the fire fighting, emergency, and emergency ambulance methods employed when the two departments are engaged jointly in fighting fires or providing emergency or emergency ambulance services.

3. In consideration of the aforesaid services and protection to be rendered departments, the Town of Busti agrees that it will levy a tax a tax on all real property located in the Busti Fire Protection District #1 for the years as follows:

2010 - \$236,342

2011 - \$242,251

2012 - \$248,307

2013 – \$254,515

2014 – \$260,878

and that annually during the term of this contract, it will pay 50% of the total amount thus collected to the treasurer of the party of the third part and the remaining 50% of the amount thus collected as hereinbefore set forth, to the treasurer of the party of the fourth part, and that annually during said term of this contract, it will pay 50% of the total amount collected from foreign insurance tax under Section 9104 of the Insurance Law of the State of New York, to the Busti Fire Department, Inc. and the remaining 50% of the amount thus collected from foreign insurance under said Insurance Law to the Lakewood Fire Co., Inc.

This agreement may be re-opened by the Busti Fire Department, Inc. and Lakewood Fire Co., Inc. on the 3rd anniversary of this agreement by giving written notice thirty (30) days in advance to Town of Busti and Village of Lakewood.

4. The Town of Busti agrees that it will adequately insure itself for and against all liability imposed upon it by the provisions of Section 205 of the General Municipal Law for death or injury to members of the Lakewood Fire Co., Inc. and the Busti Fire Department, Inc. performing services or rendering assistance in the Town of Busti, including its liability to such firemen for injuries or death caused while going to or returning from a fire, or answering a call, or by any means of travel, transportation or conveyance whatever. The town agrees that such insurance coverage will be provided under the Chautauqua County Mutual Self-Insurance Plan adopted by the Chautauqua County Legislature pursuant to the authority of Paragraph 3-a of Section 50 of the New York Worker's Compensation Law, under which plan the town is now insured, or such insurance will be secured from some responsible and approved insurance company which issues policies covering liability under Section 205 of the General Municipal Law.

5. The Village of Lakewood and the Lakewood Fire Co., Inc. agree that the amount paid by the town to the Lakewood Fire Co., Inc. under the provisions of the foregoing Paragraph 3 shall be expended by the Lakewood Fire Co., Inc. to pay, or to reimburse the Village of Lakewood for the costs to such village and/or Lakewood Fire Co., Inc. for furnishing fire protection service, emergency service, and emergency ambulance service in Busti Fire Protection District #1, including the cost of the village and/or Lakewood Fire Co., Inc. of gasoline, oil, chemicals, and other supplies used in such services and any additional insurance or other costs to the village and/or Lakewood Fire Co., Inc. resulting from furnishing such services.

6. The parties of third part and fourth part each agree to provide the other parties to this agreement copies of financial statements no later than April 15 of each year covering the period ending December 31 of the preceding year.

7. Any party to this contract shall have the option to terminate the same at the expiration of any calendar year during the term of this contract by giving all other parties to said contract written notice of such termination which shall be sent to the other parties, registered or certified mail, bearing postmark no later than July 15 of the year preceding such termination date.

8. Unless sooner terminated under the provisions of Section 6 hereof, this contract shall terminate and be void on the 31st day of December, the year Two Thousand Fourteen.

AGREEMENT

Made this 7th day of January, 2013 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 2013 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 2011.

2. The municipality hereby agrees to pay to the Association the sum of two thousand dollars (\$2,000.00) for weed control for the Association's 2013 lake maintenance program.

(a) The sum of two thousand dollars (\$2,000.00) 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, 2013.

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

TOWN OF CHAUTAUQUA ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF CHAUTAUQUA, a municipal corporation as defined by General Municipal Law, Section 119-N (a), of the State of New York, party of the first part, and hereinafter referred to as "CHAUTAUQUA",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required by law to have an Assessor in accordance with the provisions of Section 20 of the Town Law of the State of New York, and presently has in the office of the Assessor a single appointed Assessor, and

WHEREAS, CHAUTAUQUA is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, CHAUTAUQUA is empowered to enter into an agreement on a contractual basis with BUSTI for the provision by BUSTI of an Assessor to CHAUTAUQUA 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 BUSTI and the Town Board of CHAUTAUQUA; and

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

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to CHAUTAUQUA during the term of this Agreement, and CHAUTAUQUA agrees to engage BUSTI by and through its Assessor 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) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of Chautauqua.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide CHAUTAUQUA an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of CHAUTAUQUA, as CHAUTAUQUA shall require, and at such meetings shall submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by CHAUTAUQUA's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to CHAUTAUQUA shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive authority over the personnel of BUSTI working in and for CHAUTAUQUA.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to CHAUTAUQUA not set out in this Agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 2 (two) days per week to CHAUTAUQUA's assessing and shall be present at the CHAUTAUQUA Assessor's Offices or in the field for its benefit for such time period. It is understood that BUSTI's Assessor will also conduct assessing functions for the Town of North Harmony at the Chautauqua Assessor's Office.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, CHAUTAUQUA shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for CHAUTAUQUA. Assessor and/or assessing personnel shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CHAUTAUQUA Assessor's Office.

(b) Individual Ownership: BUSTI 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 CHAUTAUQUA: CHAUTAUQUA shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of CHAUTAUQUA's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. CHAUTAUQUA shall also bear any and all costs for any postage for notices required to be sent to owners of property located within CHAUTAUQUA 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 CHAUTAUQUA: CHAUTAUQUA shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, CHAUTAUQUA shall pay any and all costs associated with any re-evaluation of CHAUTAUQUA property ordered by any Court or which may be ordered by the Town Board of CHAUTAUQUA, on any and all real property located within CHAUTAUQUA. Additionally, CHAUTAUQUA shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of CHAUTAUQUA, and shall further pay any and all costs associated with any appraisal of real property located in CHAUTAUQUA ordered by BUSTI's Assessor, after consultation with the Town Board of CHAUTAUQUA, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of CHAUTAUQUA: All assessing records of CHAUTAUQUA shall be maintained at, and all assessing functions of CHAUTAUQUA shall be conducted by BUSTI's Assessor at the CHAUTAUQUA Assessor's Office, 2 Academy Street, Mayville, New York, 14757, during regular office hours.

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

(5) Fees:

(a) Total Sum: CHAUTAUQUA shall pay to BUSTI the annual sum of eighteen thousand, five hundred dollars (\$18,500.00) for providing its Assessor pursuant to this Agreement.

(b) Manner of Payment: CHAUTAUQUA shall pay BUSTI nine thousand, two hundred fifty dollars (\$9,250.00) on February 1, 2013, and the same amount on July 1, 2013.

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

(6) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2013, and continuing to December 31, 2013.

(7) Authorization: This Agreement is made and executed pursuant to a resolution of the Town of Busti adopted on January 7, 2013.

(8) Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF ELLERY ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF ELLERY, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred to as "ELLERY",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, ELLERY is empowered to name and designate an Assessor pursuant to the same statute; and

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

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

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to ELLERY during the term of this Agreement, and ELLERY agrees to engage BUSTI by and through its Assessor 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) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of Ellery, including the Village of Bemus Point.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide ELLERY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of ELLERY, as ELLERY shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by ELLERY's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to ELLERY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for ELLERY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to ELLERY not set out in the agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor will not have regularly scheduled hours at the ELLERY Assessor's Office, but rather will be available at any time by phone and will attend scheduled meetings and/or appointments that are made on the Assessor's behalf.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, ELLERY shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for ELLERY. Assessor shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the ELLERY office.

(b) Individual Ownership: BUSTI 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 ELLERY: ELLERY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of ELLERY'S assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. ELLERY, 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 ELLERY 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 ELLERY: ELLERY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, ELLERY, shall pay any and all costs associated with any re-evaluation of ELLERY property ordered by any Court or which may be ordered by the Town Board of ELLERY, on any and all real property located within ELLERY. Additionally, ELLERY shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of ELLERY, and shall further pay any and all costs associated with any appraisal of real property located in ELLERY ordered by BUSTI's Assessor, after consultation with the Town Board of ELLERY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of ELLERY: All assessing records of ELLERY shall be maintained at, and all assessing functions of ELLERY shall be conducted by BUSTI's Assessor at ELLERY's Bemus Point office during regular office hours.

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

(5) Fees:

(a) Total Sum: ELLERY shall pay to BUSTI the annual sum of fifteen thousand dollars (\$15,000.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: ELLERY pay BUSTI seven thousand five hundred dollars (\$7,500.00) on February 1, 2013, and the same amount on July 1, 2013.

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

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2013, and continuing to December 31, 2013.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on January 7, 2013 and Town of ELLERY adopted on January ___, 2013.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF NORTH HARMONY ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF NORTH HARMONY, a municipal corporation as defined by General Municipal Law, Section 119-N (a), of the State of New York, party of the first part, and hereinafter referred to as "NORTH HARMONY",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required by law to have an Assessor in accordance with the provisions of Section 20 of the Town Law of the State of New York, and presently has in the office of the Assessor a single appointed Assessor, and

WHEREAS, NORTH HARMONY is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, NORTH HARMONY is empowered to enter into an agreement on a contractual basis with BUSTI for the provision by BUSTI of an Assessor to NORTH HARMONY 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 BUSTI and the Town Board of NORTH HARMONY; and

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

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to NORTH HARMONY during the term of this Agreement, and NORTH HARMONY agrees to engage BUSTI by and through its Assessor 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) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of North Harmony.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide NORTH HARMONY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of NORTH HARMONY, as NORTH HARMONY shall require, and at such meetings shall submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by NORTH HARMONY's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to NORTH HARMONY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive authority over the personnel of BUSTI working in and for NORTH HARMONY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to NORTH HARMONY not set out in this Agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 2 (two) days per week to CHAUTAUQUA and NORTH HARMONY's assessing and shall be present at the CHAUTAUQUA / NORTH HARMONY's Assessor's Offices or in the field for its benefit for such time period.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, NORTH HARMONY shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for NORTH HARMONY. Assessor and/or assessing personnel shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CHAUTAUQUA/ NORTH HARMONY Assessor's Office.

(b) Individual Ownership: BUSTI 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 NORTH HARMONY: NORTH HARMONY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of NORTH HARMONY'S assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. NORTH HARMONY shall also bear any and all costs for any postage for notices required to be sent to owners of property located within NORTH HARMONY 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 NORTH HARMONY: NORTH HARMONY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, NORTH HARMONY shall pay any and all costs associated with any re-evaluation of NORTH HARMONY property ordered by any Court or which may be ordered by the Town Board of NORTH HARMONY, on any and all real property located within NORTH HARMONY. Additionally,

NORTH HARMONY 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 NORTH HARMONY, and shall further pay any and all costs associated with any appraisal of real property located in NORTH HARMONY ordered by BUSTI's Assessor, after consultation with the Town Board of NORTH HARMONY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of NORTH HARMONY: All assessing records of NORTH HARMONY shall be maintained at, and all assessing functions of NORTH HARMONY shall be conducted by BUSTI's Assessor at the CHAUTAUQUA / NORTH HARMONY Assessor's Office, 2 Academy Street, Mayville, New York, 14757, during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of NORTH HARMONY be designated as NORTH HARMONY'S Assessor.

(5) Fees:

(a) Total Sum: NORTH HARMONY shall pay to BUSTI the annual sum of twenty-five thousand dollars (\$25,000.00) for providing its Assessor pursuant to this Agreement.

(b) Manner of Payment: NORTH HARMONY shall pay BUSTI twelve thousand five hundred dollars (\$12,500.00) on February 1, 2013, and the same amount on July 1, 2013.

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

(6) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2013, and continuing to December 31, 2013.

(7) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of Busti, adopted on January 7, 2013, and the Town of North Harmony, adopted on January __, 2013.

(8) Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF HARMONY ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 2nd of January, 2013 by and between:

THE TOWN OF HARMONY, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred as "HARMONY",

and,

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, HARMONY is empowered to name and designate an Assessor pursuant to the same

statute; and

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

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

(1). Statement of Agreement: BUSTI agrees to provide its Assessor and assessing services to HARMONY during the term of this Agreement, and HARMONY agrees to engage BUSTI 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). Delivery of Services:

(a) Service Area: BUSTI shall provide as Assessor to assess all real property located in the within the corporate limits of HARMONY.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide HARMONY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of HARMONY, as Harmony shall require and at such meeting submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by HARMONY's Board of Assessment Review. The Assessor of BUSTI 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 BUSTI Assessor, any and all other matters in and to the delivery of assessing services to HARMONY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for HARMONY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to HARMONY shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(4). Resources:

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

(b) Individual Ownership: BUSTI 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 HARMONY: HARMONY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of HARMONY's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll.

HARMONY, 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 HARMONY 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 HARMONY: HARMONY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, HARMONY, shall pay any and all costs associated with any re-evaluation of HARMONY's property ordered by any Court or which may be ordered by the Town Board of HARMONY, on any and all real property located within HARMONY. Additionally, HARMONY, 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 HARMONY, and shall further pay any and all costs associated with any appraisal of real property located in HARMONY ordered by HARMONY's Assessor, after consultation with the Town Board of HARMONY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of HARMONY: All assessing records of HARMONY shall be maintained at, and all assessing functions of HARMONY shall be conducted by BUSTI's Assessor during his or her regular office hours at 121 Chautauqua Avenue, Lakewood, New York.

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

(5). Fees:

(a) Total Sum: HARMONY shall pay to BUSTI the annual sum of seven thousand five hundred dollars (\$7,500.00) for providing assessing services pursuant to this Agreement.

(b) Manner of Payment: HARMONY shall pay BUSTI three thousand, seven hundred fifty dollars (\$3,750.00), on February 1, 2013, and the same amount on July 1, 2013.

(c) Delinquency: In the event that HARMONY does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. HARMONY 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 one year, commencing on January 1, 2013, and continuing to December 31, 2013.

(6). Authorization: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of BUSTI adopted on January 7, 2013.

(7). Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF Kiantone Assessing Agreement

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF Kiantone, a municipal corporation as defined by General Municipal Law, Section 110-N (a) of the State of New York, party of the first part, and hereinafter referred to as "Kiantone",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, Kiantone is empowered to name and designate an Assessor pursuant to the same statute; and

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

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of Busti and by a majority vote of the Town Board of the Town of Kiantone, the parties hereto agree as follows:

(1). Statement of Agreement: BUSTI agrees to provide its Assessor and assessing services to Kiantone during the term of this Agreement, and Kiantone agrees to engage BUSTI 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). Delivery of Services:

(a) Service Area: BUSTI shall provide as Assessor to assess all real property located in the within the corporate limits of Kiantone.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide Kiantone an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of Kiantone, as Kiantone shall require and at such meeting submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by Kiantone's Board of Assessment Review. The Assessor of BUSTI 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 BUSTI Assessor, any and all other matters in and to the delivery of assessing services to Kiantone shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for Kiantone.

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

(4). Resources:

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

(b) Individual Ownership: BUSTI 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 Kiantone: Kiantone shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of Kiantone's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. Kiantone, 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 Kiantone 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 Kiantone: Kiantone shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, Kiantone, shall pay any and all costs associated with any re-valuation of Kiantone's property ordered by any Court or which may be ordered by the Town Board of Kiantone, on any and all real property located within Kiantone. Additionally, Kiantone 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 Kiantone, and shall further pay any and all costs associated with any appraisal of real property located in Kiantone ordered by Kiantone's Assessor, after consultation with the Town Board of Kiantone, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of Kiantone: All assessing records of Kiantone shall be maintained at, and all assessing functions of Kiantone shall be conducted by BUSTI's Assessor during his or her regular office hours at 121 Chautauqua Avenue, Lakewood, New York.

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

(5). Fees:

(a) Total Sum: Kiantone shall pay to BUSTI the annual sum of five thousand seven hundred dollars (\$5,700.00) for providing assessing services pursuant to this Agreement.

(b) Manner of Payment: Kiantone shall pay BUSTI two thousand, eight hundred fifty dollars (\$2,850.00) on March 1, 2013, and \$2,850.00 on August 1, 2013.

(c) Delinquency: In the event that Kiantone does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. Kiantone 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 12 months, commencing on January 1, 2013 and continuing to December 31, 2013.

(6). Authorization: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of BUSTI adopted on January 7, 2013 and the Town of Kiantone on January __, 2013.

(7). Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF CARROLL ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF CARROLL, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred to as "CARROLL",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, CARROLL is empowered to name and designate an Assessor pursuant to the same statute; and

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

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

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to CARROLL during the term of this Agreement, and CARROLL agrees to engage BUSTI by and through its Assessor 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) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of CARROLL.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide CARROLL an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every year on the Annual Reassessment program, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of CARROLL, as CARROLL shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by CARROLL's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to CARROLL shall be

determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for CARROLL.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to CARROLL not set out in the agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 3 (three) days per week to BUSTI and CARROLL's assessing and shall be present at the BUSTI / CARROLL Assessor's Offices or in the field for its benefit for such time period

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, CARROLL shall furnish all postage and NYS Office of Real Property Services required assessor software to provide assessing services for CARROLL. Assessor and staff shall furnish their own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CARROLL Assessor's Office.

(b) Individual Ownership: BUSTI 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 CARROLL: CARROLL shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of CARROLL's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. CARROLL 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 CARROLL 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 CARROLL: CARROLL shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, CARROLL, shall pay any and all costs associated with any re-evaluation of CARROLL property ordered by any Court or which may be ordered by the Town Board of CARROLL, on any and all real property located within CARROLL. Additionally, CARROLL shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of CARROLL, and shall further pay any and all costs associated with any appraisal of real property located in CARROLL ordered by BUSTI's Assessor, after consultation with the Town Board of CARROLL, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of CARROLL: All assessing records of CARROLL shall be maintained at, and all assessing functions of CARROLL shall be conducted by BUSTI's Assessor at Assessor's Office, 200 East Third Street, Jamestown, New York, 14701, during regular office hours.

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

(5) Fees:

(a) Total Sum: CARROLL shall pay to BUSTI the annual sum of fifteen thousand dollars (\$15,000.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: CARROLL shall pay BUSTI seven thousand, five hundred dollars (\$7,500.00) on February 1, 2013, and the same amount on July 1, 2013.

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

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2013, and continuing to December 31, 2013.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on January 7, 2013 and Town of CARROLL adopted on January ____, 2013.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written.

TOWN OF ELLICOTT ASSESSING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of January, 2013 by and between:

THE TOWN OF ELLICOTT, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first, and hereafter referred to as "ELLICOTT ",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, ELLICOTT is empowered to name and designate an Assessor pursuant to the same statute; and

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

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

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to ELLICOTT during the term of this Agreement, and ELLICOTT agrees to engage BUSTI by and through its Assessor 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) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of ELLICOTT .

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide ELLICOTT an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every year on the Annual Reassessment program, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of ELLICOTT, as ELLICOTT shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by ELLICOTT's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to ELLICOTT shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for ELLICOTT.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to ELLICOTT not set out in the agreement shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 3 (three) days per week to BUSTI and ELLICOTT's assessing and shall be present at the BUSTI / ELLICOTT Assessor's Offices or in the field for its benefit for such time period.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, ELLICOTT shall furnish all postage and NYS Office of Real Property Services required assessor software to provide assessing services for ELLICOTT. Assessor and staff shall furnish their own automobile and only be reimbursed for necessary mileage incurred after having first reported to the ELLICOTT Assessor's Office.

(b) Individual Ownership: BUSTI 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. ELLICOTT shall retain ownership of all computer equipment and software purchased by the Town of ELLICOTT during the term of this AGREEMENT.

(c) Expenses to be paid by ELLICOTT: ELLICOTT shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of ELLICOTT's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. ELLICOTT 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 ELLICOTT 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 ELLICOTT: ELLICOTT shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, ELLICOTT, shall pay any and all costs associated with any re-evaluation of ELLICOTT property ordered by any Court or which may be ordered by the Town Board of ELLICOTT, on any and all real property located within ELLICOTT. Additionally, ELLICOTT shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of ELLICOTT, and shall further pay any and all costs associated with any appraisal of real property

located in ELLICOTT ordered by BUSTI's Assessor, after consultation with the Town Board of ELLICOTT, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of ELLICOTT: All assessing records of ELLICOTT shall be maintained at, and all assessing functions of ELLICOTT shall be conducted by BUSTI's Assessor at Assessor's Office, 200 East Third Street, Jamestown, New York, 14701, during regular office hours.

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

(5) Fees:

(a) Total Sum: ELLICOTT shall pay to BUSTI the sum of thirty-five thousand dollars (\$35,000.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: ELLICOTT shall pay BUSTI seventeen thousand five hundred dollars (\$17,500.00) on February 1, 2013; and seventeen thousand, five hundred dollars (\$17,500.00) on July 1, 2013.

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

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2013, and continuing to December 31, 2013.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on the 7th January, 2013 and Town of ELLICOTT adopted on the ____ day of January, 2013.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written. Upon call vote, all aye.

CITY OF JAMESTOWN
LEASE AGREEMENT

This agreement made this 26th day of April, 2004 by and between:

TOWN OF BUSTI, NEW YORK
A Municipal Corporation
121 Chautauqua Avenue
Lakewood, New York 14750
Hereinafter called "Lessee"

And
CITY OF JAMESTOWN, NEW YORK
A Municipal Corporation
200 E. 3rd Street
Jamestown, New York 14701
Hereinafter called "Lessor"

WITNESSETH:

Lessor, for and in consideration of the payment of the rental as hereinafter provided, and the performance of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, does hereby demise, let and lease unto the Lessee, the following described premises:

An office space located on the First Floor of the Municipal Building, 200 E. 3rd Street,
Jamestown, New York.

In consideration of said demise and the covenants and agreements hereinafter expressed, it is agreed as follows between Lessor and Lessee:

1. Rental. Lessee shall pay Lessor monthly rent for the premises in the following manner: As it is advantageous for the City of Jamestown and the Town of Busti for the Lessee to maintain offices in the Municipal Building for the Assessor's Office, the rental shall be One Dollar (\$1.00) per year. The Lessee shall pay a proportional cost of the phone (local and long distance) and Internet service utilized by the Assessor's office.
2. Term. The Lease shall commence on May 1, 2004 and shall continue for five years, subject to the termination provisions in paragraph 16 of this Lease Agreement.
3. Option. Lessee may extend this lease under the same terms and conditions for a period of five years (5) years by giving Lessor ninety (90) days prior written notice before the expiration date of this agreement.
4. Assignment and Subletting. Lessee will not assign or sublease all or any portion of the leased premises without the prior written permission of the Lessor.
5. Rental Payment. Lessee agrees to pay the rent in person or by mail at the following address: City of Jamestown, Finance Department, and 200 E. 3rd Street, Jamestown, NY 14701.
6. Rent Due Date – Rent Late Date. The due date for the rent owing under this agreement is the 1st day of May for each calendar year. The late date is seven days later.
7. Cleaning and Damage. Lessee agrees to return the premises in as good a condition as of the first date of this lease, ordinary wear and tear excepted.
8. Insurance. Lessor, during the entire lease term shall maintain and pay for fire and extended coverage insurance covering the building and leased premises. Lessor shall have insurance policies for its own account upon the leased property so that in the event of any loss by fire, extended coverage, vandalism or malicious mischief, the insurance company shall have no recourse by subrogating the claim.
9. Liability for Damages. Lessee, as a material part of the consideration to be rendered to Lessor under this lease, hereby agrees to indemnify and hold Lessor harmless from any costs, liability or expense, including the cost of legal defense arising from the negligence of Lessee. Lessee agrees to bear the risk of loss for all personal property, furniture, furnishings and equipment of Lessee housed in the demised premises and further agrees the Lessor shall have no liability therefore. Lessee will hold Lessor harmless for any damage or injury to such items arising from the use of the premises by the Lessee, or arising from the failure of the Lessee to keep the premises in good condition as herein provided. Lessor shall not be liable to Lessee for any damage by, or act of negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of a contiguous property. Lessee agrees to pay for all damages to the building, as well as all damage to tenants or occupants of the building, caused by Lessee's negligence of the premises, its apparatus and appurtenances.

10. Liability Insurance. Lessee shall procure a policy of at least \$300,000/500,000 liability insurance, and provide proof to Lessor of such insurance, and Lessee shall assume all liability for any injury or damages that may arise from any accident that occurs in, or about the demised premises in any area under control of the Lessee as a result of its own negligence or its failure to properly perform this Agreement. Lessor shall maintain in full force and effect owner's liability insurance with at least one million dollars (\$1,000,000.00) in coverage, which insurance shall protect Lessee against any and all liability resulting from the condition of the property or Lessor's performance or failure to perform in accordance with the terms of this Agreement, which certificate shall provide that the Lessee be given at least thirty (30) days advance notice of any intent to cancel coverage. Lessee shall remain responsible for its own property located in the leased premises.
11. Use. Lessee shall use the premises for a professional office.
12. Surrender of Premises. The described premises shall be delivered and surrendered to Lessor at the expiration of the term of this Lease or any renewal thereof, or at any termination of this Lease, in as good condition and repair as the same shall be at the commencement of this term, natural wear and tear or other acts and losses which are not the fault of the Lessee only excepted. Any affixed electric fixtures, new wall finishing, carpets or other leasehold improvements installed by the Lessee or Lessor remain with the building.
13. Benefit. This lease and its terms and conditions shall inure to the benefit of the Lessor and Lessee, and their successors and assigns.
14. Waivers of Subrogation. Notwithstanding the provisions of the insurance clause above, in the event of any loss or damage to the building, the premises and/or contents, each party shall look first to any insurance in its favor before making any claim against the other party, and to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted for itself and its insurers, waives all such insured claims for the other party.
15. Notices. Any notice to be given to the Lessee under the term of this lease shall be conclusively deemed served if in writing and personally delivered to the Lessee or sent by certified mail, return receipt requested, addressed to the Lessee at the premises.
16. Termination Extension of Lease: This lease may be terminated or extended by either party upon ninety (90) days advance written notice by one party to the other.

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

SHARED HIGHWAY SERVICES AGREEMENT

WHEREAS, pursuant to Section 119-o of the General Municipal Law, all municipalities have the power and authority to contract with other municipalities for the performance of certain functions including, but not limited to, Shared Highway Services, and;

WHEREAS, it is hereby determined that the Town of Busti and other municipalities have machinery and equipment which is not used during certain periods, and;

WHEREAS, it is determined that the Town of Busti and other municipalities often have materials and supplies on hand which are not immediately needed, and;

WHEREAS, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Busti and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

WHEREAS, it is the intent of the Town of Busti to give the highway superintendent the authority to enter into arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the town governing board prior to the making each of these individual arrangements, and;

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department, authority to make similar arrangements, and;

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Busti to be a party to such shared services arrangements; now therefore be it

RESOLVED, that the chief executive officer of Town of Busti is hereby authorized to execute an agreement to participate in a Shared Highway Services Agreement with other municipalities in Chautauqua County, and be it further

RESOLVED, that the Highway Superintendent is authorized to request from participating municipalities and approve requests from participating municipalities, shared highway services pursuant to this Shared Highway Services Agreement.

1. For purposes of this contract, the following terms shall be defined as follows:

a. "Municipality" shall mean any city, county, town or village in Chautauqua County which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein.

b. "Contract" shall mean the test of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes of intent of this contract and shall include but not be limited to:

- i. the renting, exchanging, or lending in highway machinery, tools, equipment, with or without operators;
- ii. the providing of a specific service;
- iii. the maintenance of machinery or equipment.

d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendent of highways, in case of a town, the town superintendent of highways and/or superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Chautauqua County Department of Law.

3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions.

a. The Town of Busti agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment; with or without operators, which it may need for the purposes of the Town of Busti. The determination as to whether such machinery, with or without operators, is needed by the Town of Busti, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value; to be determined by mutual agreement of the respective superintendents.

b. The Town of Busti agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging, or lending shall be made by the superintendent. In the event, the superintendent determines that it will be in the best interests of the Town of Busti to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Busti, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

c. The Town of Busti agrees to repair or maintain machinery or equipment for any municipality under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.

g. Each municipality shall remain fully responsible for its own employees, including but not limited to salary, benefits and workers compensation.

4. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be agreed upon in advance between the superintendents of each municipality.

5. In the event machinery or equipment is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs.

6. In the event a dispute arises relating to any repair, maintenance or shared service, and such dispute cannot be resolved between the parties, such dispute may be resolved through mediation.

7. Any municipality which is a party to this contract may revoke such contract by filing a notice of such revocation with the Chautauqua County Department of Law. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty days of such revocation.

8. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the town budget for highway purposes.

9. The record of all transactions that have taken place as a result of the Town of Busti participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the town governing board, shall be submitted to the town board annually, as determined by the board.

10. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are a party to this contract to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

11. This contract shall be reviewed each year by the Town of Busti. This contract shall become effective upon the execution and shall terminate only upon thirty (30) days written notice to the Chautauqua County Department of Law.

12. Copies of this contract shall be sent to the Chautauqua County Department of Law. No shared services shall be conducted by the superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the Chautauqua County Department of law.

IN WITNESS THEREOF, the said Town of Busti has by order of the town, caused these presents to be subscribed by the chief executive officer, and the seal of the town to be affixed and attested by the clerk thereof, this 4th day of January, 2010.

Upon roll call vote, all aye.

Lakewood-Busti Police Chief John Bentley reported 11,230 incidents for 2012 with 12% increase. ?

Supervisor Robbins reviewed the following town Insurance quotes from:

Trident Insurance Company \$32,123.21

NY Municipal Insurance Company \$30,666.85

Glatfelter Public Practice Insurance Company \$26,309.26

Scottsdale Insurance Company \$33,555.96.

Supervisor Robbins moved to accept the quote from Glatfelter Public Insurance Company in the amount of \$26,309.26 which was duly seconded by Councilman Muccheck:

Upon roll call vote, all aye.

Supervisor Robbins noted the following \reports and correspondence:

Renewal Application for Southern Tier Brewing liquor license filed with the Alcoholic Beverage Control.

Bond Anticipation Note Renewal December 19, 2012 in the amount of \$498,000 for Five Corners Water Improvement Area on file in clerk's office.

2012 December Building Report on file

Supervisor Robbins made the following motion which was duly seconded by Councilman Hanson:

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 2012 Abstract No. 23 from warrant #964 to and including warrant #1001 in the amount of \$114,684.17 and 2013 Abstract No. 1 from warrant #1 to and including warrant #6 in the amount of \$9,284.30.
Upon roll call vote, all aye.

Upon motion duly made by Supervisor Robbins the meeting adjourned at 7:30 p.m.
All aye.

Darlene H. Nygren, Deputy Town Clerk