

## **12/07/05 Town Board Minutes**

A regular meeting of the Elma Town Board was held on Wednesday, December 7, 2005, at 8:00 PM, Elma Town Hall, 1600 Bowen Road, Elma, New York, with the following members present:

Supervisor Michael Nolan  
Councilman Bill Cirocco-Absent  
Councilwoman Susan Glownia  
Councilman Dennis Powers  
Councilman Dean Puleo

Also: Town Attorney Robert Pierce  
Building Inspector Joseph Colern  
Highway Superintendent Wayne Clark  
Water Superintendent Eugene Stevenson  
Town Engineer James Wyzykiewicz-Absent

Approximately 29 people attended the meeting.

The meeting was opened with the reciting of the Pledge of Allegiance.

Making the Legal Notice for the Public Hearing on the Volunteer Fire Company Agreement part of the minutes Supervisor Nolan opened the Public Hearing at 8:01PM. No one spoke for or against the Volunteer Fire Company Agreement. Supervisor Nolan closed the Public Hearing at 8:02PM.

Councilman Puleo made the motion and Councilman Powers seconded the motion to approve the Volunteer Fire Company Agreement as follows:  
AGREEMENT made this, December 7, 2005, between the Town Board of the Town of Elma, Erie County, New York, herein called the "Town", and Blossom Volunteer Fire Co.,Inc., Elma Volunteer Fire Co.,Inc., and Jamison Road Volunteer Fire Co.,Inc. herein called the "Companies".

WHEREAS, there has heretofore been duly established in said Town of Elma a fire protection district known as "Elma Fire Protection District". embracing all of the territory of the Town of Elma except that portion within the boundaries of Spring Brook Fire

Protection District No. 1 in said Town; and WHEREAS, said Town is desirous of providing fire protection, fire fighting and emergency service within said Fire Protection District, and the Companies have expressed a desire to provide said services; NOW THEREFORE, the Town does hereby engage the Companies to provide said services within said Fire Protection District, and the Companies agree to furnish such services, in manner following, to wit:

1. The Companies shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire occurring in said District, in specific portions of said District, to be determined by said Companies, and, when, notified by alarm, siren or telephone call from any person of fire within said District, said Companies shall respond and attend upon said fire without delay, with suitable ladders, pumping and hose apparatus and equipment. Upon arriving at the scene of such a fire, the fireman of said Companies attending shall proceed diligently and in every manner reasonably suggested and available to the extinguishment of such fire, and the saving of life and property in connection therewith.
2. The Companies shall likewise, at all times during the period of this Agreement, be subject to call for attendance upon any emergency occurring in said District, in said specific portions thereof, and when notified in any fashion of any such emergency in said District, said Companies shall respond and attend upon said emergency with all dispatch, with suitable vehicles and equipment. Upon arriving at the scene of such emergency, the Companies attending shall use all reasonable and available procedure and equipment to terminate said emergency and to save and preserve life, limb and property in connection therewith.
3. The Companies shall keep and make available to the Town, upon demand, records of all fire and emergency calls and consent herewith to the inspection of their buildings and equipment by officials of the Town, said inspection to be made at least one annually.
4. The Companies shall maintain and participate in adequate training and instructional programs and maintain personnel and equipment at a maximum level of efficiency within the resources available to them.
5. In consideration of furnishing the services specified and provided for herein, the Town agreed to pay to the Companies the following amounts for fire protection: Blossom \$140,000.00, Elma \$210,000.00, Jamison Road \$190,000.00 with ambulance service included.
6. The Companies paid hereunder shall be the sole charge for the services specified herein and shall be a charge upon said Fire Protection District, to be assessed and levied upon the taxable property in said District and collected at the time and in the manner

specified by the appropriate laws of the State of New York.

7. The Companies shall provide the Town with Certificates of Insurance for Liability and so-called "no fault" protection, showing that the Town is covered by and insured by said policies and shall in any event, indemnify the Town for any liability imposed upon the Town as a result of the activities and operations of the Companies and their personnel, pursuant to this agreement, and shall hold the Town free and harmless from liability under this Agreement, as a result of the negligence of the Companies and their personnel in carrying out their obligations under this Agreement.

8. This Agreement shall take effect January 1, 2006, and shall continue until December 31, 2006.

9. In the event of any conflict between the terms of this Agreement and any statute of the State of New York, the provisions of said statute shall prevail.

10. This Agreement shall become effective only if approved by the Town Board, after publication and public hearing, as required by the provisions of Section 184 of the Town Law.

Ayes-4. Noes-0. Carried.

Councilwoman Glownia made the motion and Councilman Puleo seconded the motion to approve the minutes from the November 16, 2005 meeting. Ayes-4. Noes-0. Carried.

#### Department Reports:

Building Inspector Joseph Colern presented the monthly report for November, 2005 with 21 permits issued, fees collected of \$6,506.89 with and estimated value of construction of \$1,249,961. Springbrook Shores Phase I project is just about complete with the water lines, roads and sewer plant to be built next, building permits will be issued and building should begin in about three (3) weeks.

Water Superintendent Eugene Stevenson also noted that Springbrook Shores water lines have been pressure tested, water samples have been taken and if all samples are approved the water lines will be activated for use. Twelve (12) water permit have been issued already. Friday or Monday, the Water Department will begin the water line flushing program.

Town Attorney Robert Pierce noted that all legal paper work and bonds are in place for the Springbrook Shores project.

Highway Superintendent Wayne Clark presented the Town Board with a quote to contract with JJ Equipment Electric to do annual maintenance on traffic signal at a cost of \$6600 a year this was tabled until the next Work Session.

Councilman Powers made the motion and Councilwoman Glownia seconded the motion to approve the following resolution :

WHEREAS, the Town has included certain appropriations in the 2006 General Fund adopted budget for personal services and contractual expenses within the Tax Collection Office, and

WHEREAS, the Town Board wishes to ensure appropriate oversight of such services to Town taxpayers,

NOW, THEREFORE, be it

RESOLVED, that the Town Board hereby authorizes the amending of the 2006 adopted budget as follows: Decrease Appropriations: A1330.100 Personal Services \$ 6,000.00  
A1330.410 Contractual Expenses \$ 4,000.00

Increase Appropriations: A1220.110 Personal Services \$10,000.00  
Ayes-4. Noes-0. Carried.

Councilman Powers made the motion and Councilwoman Glownia seconded the motion to approve tax collection lockbox procedures with JPMorgan Chase Bank at a approximate cost of \$4,085 per tax collection including the receipt option. This procedure can be changed after the next tax collection. Ayes-4. Noes-0. Carried.

Supervisor Nolan set a Public Hearing date of January 18, 2006 on Stoneridge Estates to rezone said parcel and to set up drainage district #173.

All have received the Zoning Board Agenda.

Supervisor Nolan stated the next Work Session will be on Wednesday, December 14, 2005 at 6:00PM.

Supervisor Nolan announced that the Town Board will be entering an Executive Session concerning a property matter and will adjourn the meeting immediately following the Executive Session.

Councilman Puleo made the motion and Councilman Powers seconded the motion to enter Executive Session at 8:25PM.

Councilman Powers made the motion and Councilman Puleo seconded the motion to exit Executive Session at 9:20PM.

Meeting adjourned at 9:21PM. All in favor.

Respectfully submitted,

Town Clerk  
Patricia King