

Present: Supervisor Newlin; Council Members Ceretto, Johnson, Kilmer & Langlois; Deputy Sup. E. Elgin; Town Atty. J. Leone; Eng. D. Britton; Bldg/Zoning Officer R. Coulter; Adm./Op. T. Lockhart; Police Chief R. Winkley; Finance Officer E. Evert; Parks & Rec. Dir. M. Dashineau; Highway Supt. S. Reiter; Atty. D. Spitzer; Town Clerk C. Brandon; 40 residents and 3 press.

The Supervisor opened the regular meeting, followed by the Pledge of Allegiance and a moment of silent reflection.

The Supervisor introduced the 2004 Miss Niagara, Jennifer V. Mis who sang the National Anthem. Jennifer who will represent the area at the Miss New York State pageant gave a history of the title.

Newlin MOVED that the following Town of Lewiston Proclamation be read. Seconded by Johnson and carried 5-0.

PROCLAMATION

WHEREAS, Jennifer Veronica Mis has been chosen Miss Niagara 2004, and
WHEREAS, Jennifer will represent our area at the 2004 Miss New York State Pageant, and
WHEREAS, Jennifer a student at Canisius College, majoring in Elementary/Early Childhood Education, and
WHEREAS, Jennifer through her love of music has brought joy to so many, and
WHEREAS, Jennifer who is an extraordinary young woman with many talents, will be an exceptional Representative for all of the residents of Niagara County, and
WHEREAS, NOW THEREFORE BE IT RESOLVED, By Order of the LEWISTON TOWN BOARD THAT,

JENNIFER VERONICA MIS

Is declared an Honorary Citizen of the Town of Lewiston for the year 2004.

Signed by the Lewiston Town Board on April 26, 2004.

The Supervisor asked if any resident wished to address the Board at this time.

RESIDENTS:

Paulette Glasgow of 836 The Circle. It comes as a surprise to hear that the comprehensive plan and other committees or advisories especially when town law and general construction law and numerous opinions from the Committee on Open Government hold a completely different view. Committees created pursuant to the law for filling a specific function of the Town law characterizes special boards. Section 272-A of Town law entitled "Comprehensive Plan" includes reference to a special board. That phase is defined in Subsection 2-C, 272 to mean a Board consisting of one or more members of a Planning Board and such other members as appointed by the Town Board to prepare and propose comprehensive plan or any other amendments thereto. The Comprehensive Plan Cmte. is now considering new zoning codes or amendments to the approved comprehensive plan. Had the Planning Board serving on it and along with other members that were appointed by the Town Board pointing to a May 22, 2003 opinion from the committee on open government is a special board because it has been created pursuant to the stature which constitutes a public body and therefore is subject to the Open Meetings Law and should be advertised. At least two committees, Joint Police and Tri-Community considered spending public funds without the public or the media knowing. This could be viewed as ethic and questionable and probably illegal. When two or more public officers given the power or authority to perform a public duty gather with other public officers under General Construction Law 41, those meetings are not advisory and must comply with the open meetings law. It says it. These committees include Joint Police, Town and Village of Lewiston, Tri-Community, Town and Village of Lewiston, Town of Porter, Village of Youngstown, the Power Authority, the

entire Town Board, Town Hall Expansion (Kilmer, Newlin or Johnson), Personnel (Newlin, Kilmer), Shared Services (Newlin, Kilmer) and members of Village Board. An appellate case was referenced defining the function of a public body. What was omitted was that that appellate case was overturned by a series of amendments to the 1978 law changing the function of a public body from transacting to conducting public business. These amendments give special reference to all committees, boards, commissions, sub committees, special groups and special boards created pursuant to law by local governing boards. I have a book here with at least 100 opinions from the Committee on Open Government along with General Municipal Law and General Construction Law and Town law. This last Thursday, the Golf Course Cmte. met, but no one knew about it. It wasn't advertised. If you want the people to know about this issue, which is a very controversial issue, you have to let them know when you meet. Tonight, you had another public hearing meeting on another controversial issue, Riverwalk. Not advertised down here. Nobody knows about it. I don't get the newspapers. I would like to know when the meetings happen. You tell me to go to the web site. The web site is a joke. The last recorded meetings of this Town Board is March 8th. You have had two meetings since then. The meetings you are approving tonight are not on that web site. I don't understand what the reluctance is to have these meetings advertised. If you want good government and you want to keep the people informed, advertise the meetings.

Peter Unterweger of 772 Michelle Court. I moved into Lewiston 15 years ago and one of the primary reasons was the green space between my house and the neighbor behind me. Starting last year, this neighbor decided to clean that green space out. I complained at least 4-5 times to Mr. Coulter and other people on the council. I have written formal complaints. He continues to clean it out. He already has fenced in 30-40 feet of this area that is town property. Spring is here and he is going to start again. He already has his son out there building a fort. I have a letter here that says on the 8th of January it was forwarded to Mr. Leone. I would like to know what the status is of it? Are you going to enforce the ordinance and what do I do when I see his kid out there chopping down stuff. Do I call the police or do I sit there and say goodbye to an aspect of my property that is green space?

The Supervisor said we are not able to address citizens at this meeting, however I will direct the counselor to get in touch with you directly.

Amy Witryol of 4726 Lower River Rd. I would like to thank each and every member of the Town council for putting their name on a letter telling our residents just how important the DEC siting hearing is. Due to the snow storm on March 16 the hearing has been rescheduled for May 6th at Lewiston Porter High School at 6 p.m. It is D-Day for this community and perhaps the most important issue facing us in the next fifty years, so I hope that you will be there. I would like to comment about the DEC process on this hazardous waste facility-siting plan. This plan that was given to us just a few months ago indicates that CWM has one-year capacity left on its landfill. Here are the minutes from the CWM public meeting conducted a month ago that indicates that they have 6 years capacity left and I don't know what the motive was for the DEC to make a statement so grossly out of the factual matter here. But, certainly with 6 years left there are many opportunities for our state and federal government to try and solve the national hazardous waste problems in the United States. If we are not already the largest we will be if this siting plan is adopted and I hope that our elected officials at every level of government will give some consideration to finding a way over the next five or six years when CWM runs out of capacity to transition CWM's job hauling toxic waste in this community into the jobs that the Army Corp of Engineers are going to need to haul the radioactive K-65 out of this community to a safe storage site so that we don't have to worry about either of these operations a mile from our schools any longer. Again, I thank each and every one of you for your personal concern.

Henry M. Sloma of 4366 Autumn Lane. I am here with my neighbors to discuss an issue of drainage or lack of drainage in our subdivision. It is of great concern to us that has been a persistent problem since this subdivision was approved for construction. I have advanced correspondence, which I am assuming that everyone has copies of and my neighbors have also sent letters of concern. We are concerned about the public health hazard that exists. I spoke briefly with Mr. Johnson and he says that a work session is scheduled to talk about global drainage problems. Though, that is probably necessary, in a selfish way we are saying our problem is much simpler and much easier to resolve than all of the bonding, engineering that goes on. We spoke to Steve Reiter who is the elected Highway Supt. for the Town and he was very much aware of the problem and we asked him to help us to resolve the problem. He said he was reluctant to do so without the approval of this body. Apparently they have had issues in the past that are of concern and it is my understanding that it is his responsibility as the Highway Supt. to deal with these issues and that is why he was elected to do that. About 30 years ago I was elected to this Town Board and it was truly an honor to do so. When I got elected, because of all the things that we can do for the people in Town with programming for children, seniors and dealing with the polluters and a whole series of issues that we faced. We promulgated regulations for subdividers to protect us. We promulgated fire codes to make sure that we were safe and we did coastal zone management, which protected us from ourselves. There were a lot of things to be dealt with and I never realized until after I left office that really what we should be focusing on are the very basic things that town government is suppose to do. Those are all the unglamorous things like plow the snow, put in the drainage, to bring in water and all those very, very basic things and do it well. I guess that is what we are asking you to do is to do the things we can't do for ourselves. We would love to fix the drainage problem ourselves, but we can't. We need master drainage canals, which could be simply dug, and then we could drain our properties to that. So we can't drain our properties in the absence of those channels. From what we understand it is not a big project. It does not have the scope that requires bonding. It just needs the authorization of this Board for the Highway Supt. to go out and dig those channels. So we are here this evening and ask you to do that.

Nancy Brooks of 4370 Autumn Lane. We are just asking for the drainage ditch to be extended from the south end of the development to the north end where we live. We asked landscapers to come into our house and put a drainage tile and they can't do anything until there is a ditch dug. As Mr. Sloma said it is not a huge project. It is just a matter of someone coming in and digging out.... I think there is already one there...it just needs to be cleaned out and we can't do it and no one can go back there until you approve it. That is what we are asking for.

AGENDA APPROVAL:

Kilmer MOVED to approve the Agenda as presented. Seconded by Langlois.

Newlin noted that there was an outside attorney who appearance may impact Mr. Johnson's agenda. We will have to make an adjustment there as time warrants.

Motion carried 5-0.

APPROVAL OF MINUTES:

Kilmer said that it states he was absent from both meetings. I would like them to reflect that I was away on military service.

Kilmer MOVED for the approval of the minutes of 3-22-04 P.H. re: Amendments to the Sewer Code and the 3-22-04 RTBM with the amendment as noted. Seconded by Johnson and carried 5-0.

Newlin stated that it is not until any minutes approved by this body formally at a meeting such as this, that they can be posted on a web site and that is what causes the delay mentioned by member of the public.

APPROVAL OF THE POST AUDITS:

Johnson MOVED for approval of the Post Audits for the following: Home Depot \$269.33; Office Max \$291.09 and Sam's Club \$280.25. Seconded by Ceretto and carried 5-0.

OLD BUSINESS:

Item #1: Riverwalk Subdivision Final Plat.

Kilmer: This issue has come before us numerous times and it has been batted around enough, so I have no general comments. I do have a motion that has been prepared by the attorneys given any legal issue. I will have the attorneys read it and I will make that in a form of my motion and then wait for a second.

Atty. Spitzer read the following motion:

Whereas, the Town Board has received and reviewed the application for the Riverwalk Subdivision and

Whereas, the Planning Board has also received and reviewed the Riverwalk application, and

Whereas, the Town Board has after such review for the entire project issued a Negative Declaration of the Environmental significance on the project, and

Whereas, the Town Board has held a Public Hearing on the Final Plat Plan for said project,

Now therefore be it Resolved, by the Town Board of the Town of Lewiston as follows:

- 1. Riverwalk Phase 1B of the Riverwalk Subdivision, which are single-family, homes only is hereby Approved.**
- 2. Those portions of the Riverwalk Subdivision Application requesting cluster-housing approval are hereby Tabled.**

This Resolution is effective immediately.

Motion by Kilmer, seconded by Langlois.

Newlin: I do believe that some new matters were brought to our attention, tonight This Board is trying to address them forth rightly. I believe this motion is appropriate. It gets what this Town Board considers the most reasonable option open to us now, has been accomplished.

Joe Deck Jr.: I want to make one comment. There has been some discussion over the past 3-4 months with regards to the sidewalks within the Riverwalk S.D. What I would ask in that motion and it is our intention after talking with members of your Board, we agreed that we are going to put sidewalks in the back portion of the project which encompasses the homeowner's association and connects to Pletcher Road. That area of the subdivision that you are talking about tonight, 1-B is an extension of 1-A, which is existing and does not have sidewalks. We would ask that you pass the motion with waiving the sidewalk requirements in the 1-B section of the subdivision, which is an extension of Phase 1.

Kilmer said he would accept that as an amendment to his Motion.

Newlin asked that either Mr. Spitzer or Mr. Leone speak to the applicacy of that considering what had taken place previously to the Planning Board and the Town Board.

Dan Spitzer: In terms of the sidewalks, what we mainly discussed in the Planning Board in terms of this cluster housing portion which is not part of this motion and the Town Board under the subdivision regulations has the authority to grant variances from the subdivision regulations. Therefore, the Town Board has the authority if it wishes to grant them. At the meeting, Mr. Leone and I both discussed with the applicant, sidewalks. I think we were mostly talking about in the cluster-housing portion. I think the specific comment was, "I'd rather not but they are in there" from the applicant.

Joe Deck Jr.: Actually, if you refer to the final plat, there are no sidewalks on the plat.

Dan Spitzer: That is correct. In terms of the final plat..... unless it specifically says in the motion, that the variance granted as Mr. Kilmer's amendment would suggest that he is required to put sidewalks in under your regulations so you would have to grant that variance as part of this motion....??? just to avoid putting in sidewalks.

Newlin: Is that pending any other further review by the Town Planning Board or the County Planning Board?

Dan Spitzer: No, the sidewalks were not shown on the plats that were approved by both of those bodies. Both of those bodies have approved this proposed subdivision and in fact they approved the entire project. They looked at everything as a whole and the sidewalks were not shown in any of the plats. So, the plat that is in front of you that you are approving tonight with the variance requirement requested is what is what was in front of those boards and was approved by those boards.

Newlin: No variance was requested at that point formally other than the drawing that was submitted.

Dan Spitzer: The comment that we just heard was the first formal request for a variance. Normally, just not showing it on the plat map would not constitute a variance.

Kilmer: We discussed sidewalks in depth and in fact it was my intention to ask for them not to be in the patio portion because of the fact of the matter is that those become town expenses when they start to buckle and break. No other part of our community has sidewalks. I don't think it is something that we need to start now and become a city like environment. Making this part of my motion...I think we have discussed this before. We actually passed it initially without sidewalks. Both the patio home portion and the single family portion so...I think we need to get a second on my motion.

Langlois Seconded the motion.

Langlois: I will seconded the amended motion that covers the variance from sidewalks to the portion that you are approving.

Kilmer: The single-family home portion.

Newlin: The requirement for sidewalks in every subdivision in Lewiston is still on the Town law books and if a developer does seek a variance they should request that at the Planning Board process in addition to submitting it on the plat.

Langlois: I would say that initially, I had some concerns about the sidewalks whether they were needed or not. But, on looking at it and seeing how the cluster housing development was, I felt that sidewalks would be a very welcome addition. People could walk up and down that area and they can walk out to Pletcher Road to connect with the park. They could also plow the sidewalks so that they would be walkable most of the time. So, I personally favor sidewalks for the patio home portion of the development. I think it would be a good addition.

Newlin: Does the fact that there wouldn't be any sidewalks in this connection of Riverwalk, concern you at all?

Langlois: No. The other area that is already built doesn't have them either

Britton: You may want to consider adding a contingency on that approval that the Town Engineer approves those drawings. We have not approved those yet.

Newlin: I think we should make this proposal pending the approval of the Town Engineer.

Kilmer MOVED that pending the approval that the Town Engineer approves those drawings.

Coulter: You need to specifically address the second emergency exit road going in before a new construction.

Johnson: I just noticed a letter from Pat Martin, which I thought was already addressed. The second access....

Leone: The April 4th letter from the Planning Board recommending all of the following 8 contingencies. I presume this motion encompasses those 8 things?

Newlin: That is the way I see it and I think that has been discussed with Mr. Deck as well.

Dan Spitzer: I think that too, Mr. Supervisor that Mr. Deck has provided written correspondence to the Board confirming his accepting of all 8 contingencies.

The Supervisor closed the comment portion.

**On the roll call of the Motion with amendments:
Ceretto ave; Johnson ave; Kilmer ave; Langlois ave and Newlin ave. Motion carried 5-0.**

Langlois MOVED that the Town Board hold a Public Hearing on May 24, 2004 (RTBM) at 6:00 p.m. to consider a local law amending the cluster housing provision of the Town of Lewiston Zoning Code. Seconded by Kilmer. Carried 5-0.

Item #2: Lewiston Fire Co. #1-Contract

Johnson: We had to renew our contract that expired in December 2003 with Lewiston Fire Co. #1. That is why we had a public hearing earlier.

Johnson MOVED to allow the Supervisor to sign the contract for Lewiston Fire Co. #1 and that it is forwarded to the Village of Lewiston for their signature. Seconded by Ceretto.

Langlois: I believe that the contract states that a copy of the budget will be sent to us annually by the Village. I also asked that the proportion that the Town pays and the proportion that the Village pays to the fire company. I will follow up on that as I think we ought know. We are contributing \$10,000 more every year and how much is the Village contributing? We should get that every year when we get the budget.

Johnson said that the Village has in their budget \$60,000 a year to go to the fire company. It is a budgetary item. It is not a contract.

Langlois: I would like to see what the contract calls for and whether there is an escalation with inflation for them to contribute more too. We should have a fairness between the Town and the Village that covers Lewiston #1's territory.

Motion carried 5-0.

Item #3: Grant Writer:

Johnson: I talked with Dr. John Craig of N.C.C.C. and asked him to attend the work session on May 10th to explain what he can offer us to search for grants. We can select certain department heads we think would want to go thru the training.

He would do it a couple evenings a week here at the town hall. The cost is usually about \$30 to \$40 per person and the max would be 20-25 per class. I also spoke with Sam Ferraro of the county and he has access to write the grant and their service would be 5-6%.

Johnson MOVED that Dr. J. Craig speak to the Board at the work session on May 10th to discuss grant searching. Seconded by Kilmer and carried 5-0.

Item #4: Snowmobile Club Request:

Leone: They have corresponded with me since the last meeting and have provided me with copies of the certificate of corporation, insurance and map. The question is whether they comply with our local law, which is around 30 years old. I have sent them correspondence requesting other things to be done and it is still in the ongoing stage. The landowner that they are primarily dealing with is Niagara Mohawk and they will not grant them approval unless the Town approves it. We have an old ordinance and they need to comply. Our old ordinance gives very specific routes that this is allowed on. It is unclear based on their correspondence. I know that their route does not follow ours entirely and I don't know if they go thru town property or over town property. That has not been answered as of yet. When they do we can be in a position to say our local law does not apply to you, go ahead or yes our local law doesn't apply and then our Board would have to amend that law.

NEW BUSINESS:

1. A letter from the Town Clerk with respect to a resolution that has been passed by the Niagara County Legislature and the Niagara County Clerk's Assoc. in support for the elimination of the sunset provisions of the local government records management improvement fund (LGRMIF) and the cultural education fund (CEF).

Johnson MOVED that the Supervisor or the Clerk sign the Resolution in support with review by the attorneys. Seconded by Kilmer.

Langlois: I am in favor of having this going on for a while longer as it has proved its' worth but if at least you have a sunset provision some place in it you are going up with a situation that our state and federal government have where we have committees and other things that have been in existence for 100 years. I would prefer that they extend it for a period of 10 years.

Motion carried 5-0.

2. Storage Shed:

Kilmer: We purchased a shed for the Town Hall that has been delivered and we need to get a permit for it.

Kilmer MOVED to waive the permit fee for the shed. Seconded by Langlois and carried 5-0.

2A: The Highway Supt. informed me that his department, with Board permission, will grade, lay stone and level a section of land directly behind the existing lower driveway for the placement of this storage shed. Once completed, the town forces will move and set the shed on the site. Payment to Greg's pool will not take place until the necessary repairs to loose shingles on the roof takes place.

Kilmer MOVED that the Highway Supt. be permitted to do the proper work needed to place the storage shed on site. Seconded by Johnson.

Langlois said he that he thinks that the engineer or Mr. Coulter should look at this to make sure the foundation design is proper and how it is going to be secured.

The Clerk indicated that she would discuss this issue with Mr. Britton.

Motion carried 5-0.

COUNCILMAN JOHNSON:

Liaison Reports:

Cable Commission: The contracts have been worked on and they are with both attorneys for legal review. We may something for the Board by the 1st of June.

Lighting Commission: I spoke with Chairman Duane Jordan who has provided you with correspondence on various projects. I would like to defer this to the work session on May 10th. They would like to talk with the Board regarding streetlights with respect to the costs per year..

Sanborn Fire Co.: I have received a letter from Mr. Evert regarding the request for funding for fireworks.

Evert: It is request from the fire company for \$2000 for fireworks at their annual field day. If the Board is going to fund it there are funds available in the contingency line.

Newlin: I visited the fire company several weeks ago and was approached by the firemen asking to set aside funds for their fireworks. I think it is a reasonable proposal.

Johnson MOVED to expend \$2000 from contingency to the Sanborn Fire Co. for fireworks. Seconded by Kilmer.

Langlois: We are giving \$2000 to the combination Town of Lewiston and the Village for fireworks on July 4th. If we are going to give \$2000 to a fire company (we have 4 fire companies) are we setting a precedent by every time they have a fire company field day, we give money for their fireworks? We didn't put this into the budget. I don't like someone coming along and saying we are having an event and ask for money.

Newlin: The comment that I made to the firemen is that they should come with requests with the budget process. The fire company came into difficulties with fund rising this year and I think the amount was reasonable. I do worry about setting precedent, but in this case I think the cause is worthy enough and the amount is small enough that we can proceed. I told these entities to please approach us during budget time.

Motion carried 5-0.

Phone Review Proposals:

Johnson: I have been talking with Mr. Evert and the Town Clerk. I would like this Board to authorizing Deputy Sup Elgin to review the phone system and come up with some alternate proposals. At the work session we talked about cell phones, consolidation and broadcast services. The company HPA (Fleet Bank Services) does charge a fee for reviewing all of the bills and will submit recommendations to us. We are also trying to seek some direct connection feature. I think that this committee of Evert, Elgin, Brandon and myself will be able to look into these issues.

Executive Session: The town justices have asked to talk to us about a personnel issue, which we will do later on.

Highway:

Reiter: We have an old gallon road grader and the company that we are buying a truck from has offered us \$250.00 for it for the parts. I would like to use this as a trade in.

Leone: You can declare that personal property as being unusable and unneeded for town purposes and once you do that you are free sell it--- private sale or public bid anyway you want.

Johnson MOVED to declare the gallon road grader as unusable equipment. Seconded by Kilmer and carried 5-0.

Johnson MOVED to allow the Highway Supt. to apply this unusable truck as a \$250.00 trade-in towards the purchase of a new vehicle. Seconded by Ceretto.

The purchase of the new truck will be under state bid minus the trade in.

Motion carried 5-0.

Drainage:

Johnson: I gave you a copy of Mr. Reiter's proposal on earlier drainage problems along with letters from Mr. Sloma, Mr. Brooks and Mrs. Perri's drainage concerns. I need an hour of devoted time to drainage issues. I have pictures of drainage problems on Creek Road. We met with the DOT and I am awaiting their response to this concern. Mr. Britton can you get us an estimate on the Thornwood problem?

Britton: I think it is not as simple as cleaning out the back ditches. But, we will look at it.

Johnson: Mr. Britton, Mr. Reiter and myself have met and focused on some answers on some of these other problems. The Town Board needs to really give Steve a direction with these rear yard drainage issues. He is not permitted to go on private property and we need to make some decisions. The drainage problems in Lewiston are a major infrastructure issue. We also have road construction that we need to talk about.

Langlois: We have been talking about this for 6 months to a year and it has been going on and on. It is very complex and I think we need a special meeting for it. We should address all of the issues that we have talked about which includes what is the Town's responsibility and what is the homeowner's responsibility and how do we get easements on private property to do it. We should have as much information lined up so we can answer these questions and then take action. It is not a simple matter.

Johnson: Mr. Britton stated that we need to make a decision as to whether you are going to use town forces to create proper drainage and then proper easements are needed. It is a serious problem. Creek Road is a separate DOT issue. We have to make some decisions. Mr. Reiter has asked several times for answers on highway issues. I think we need to have a separate meeting on this.

Newlin: The Thornwood development is one of the newer ones in the Town and you would have thought that the engineering at that time would have addressed those issues.

Johnson: That is what Dave Britton and I discussed. We want to sit down and either put it in the permitting process for the developer that he is going to do the drainage right or hook it up right before it is done. The drainage is the biggest problem that I have seen for nine years.

Reiter: Part of the problem with Autumn Lane is that first developer probably did the engineering studies, but the subdivision went bankrupt. Then the transferable ownership may have skipped over some things. It is not so much the newer development as the catchalls didn't get caught.

Ceretto: I think a meeting is in order. How do other towns handle this situation? This is not the first time that a developer turns it over to the Town and then the taxpayers are paying the cost to fix the drainage. I think we should talk with our engineer and Mr. Reiter and come up with a plan so that this does not happen again. I am in favor of fixing the situation because it is our responsibility once it

is turned over to us. We should never get it to this point. It is too costly. The budget officer should be there because we will be talking about finances.

Johnson MOVED to hold a meeting on May 3rd at 6:30 p.m. to discuss drainage issues and other highway matters. Seconded by Kilmer and carried 5-0.

Johnson said at that time they would discuss driveway culverts, paving and green space.

Hazmat: We need to discuss the contract in executive session.

KILMER:

Pletcher Road:

We all received a letter from Mr. Wolfgang and I will defer this to Mr. Ceretto's agenda.

Tower Committee:

I was unable to attend a tower's meeting but I spoke with Mr. Frankovitch, the attorney on the committee who has a rough idea of a way to collect tower fees other than the way we have been doing. We are going to place the towers on the people's taxes that own the property so the owner of the property will have the onus of collecting the fee from the town. I support this because the people who have the tower in their backyard and if they don't pay them to build them they will find some way to knock it down or whatever they have to do. It is ridiculous. John and others fought it for 2 years. It is an innovative idea and we are going to find out if there is any legal way. It is a creative idea and trying to collect the money from these people is a nuisance. But putting it on the landowner's taxes will actually be easier for the town. I will ask that Mr. Leone look into this.

Town Hall Expansion:

Town Hall expansion is going to cost the town dollars. Is it the will of the Board for me to move forward? There is \$300,000 in the expansion fund. Do plans that would be acceptable to the Board and do it somewhat in phases with the knowledge that we are going to have to bond the project with money that would be necessary to fix the Town Hall in a growing town that we live in. Or does this Town Board want me to stop in my tracks and not move forward because it is a lot of work, meetings and drawings to look at. If there is no will to borrow this money in 2-3 years to actually implement what we have put together then it really useless for me and my time.

Ceretto: I think it is worthwhile looking into it. How much is the cost? What is the final cost? Can you look for other types of grants? What is the design? I think that you still need to continue at this point and provide us with that information so that we can make that decision.

Johnson: I was going to ask that we work in conjunction with Dan and things have changed on the Hazmat issue. I have to go over the contract in executive session. There are some alternates there. You should search the needs of the Town Hall and that should be ongoing. We have already agreed to spend \$2500 for the architect.

Langlois: I think we should proceed on several different alternates. We have talked for at least 4-5 years and the first alternate was to make this building ADA compatible. It was built 25-30 years ago when you didn't have to be ADA compatible and we do today. A lunchroom in the basement, which is not used because some cannot get to it. We have space and records in the basement that are overcrowded. I think we need first a plan that addresses the simple things like a modest expansion. Then a second alternate is to look at what we can do to expand the space here and meet with the courts and police. We need several alternates for that. The idea of having Hazmat and police here would cost a lot more.

Newlin: I agree that your efforts would best be focused on identifying the needs of Town Hall and then as we proceed this year we will see if Hazmat and police will come into this complex. It makes more sense for the town financially to have as few roofs as possible. So, if we can get as many of these departments under the same roof it has long-term benefits for the town. Probably the clearest direction is to seek and identify the needs of the Town Hall specifically. We can't go much further until we discuss further these proposals of a consolidated building.

Kilmer: This Board has to understand that grants and free money maybe out there but let's plan on going it alone and what we find is a gift. Understand that I will take this direction and run with it but I just wanted to make it known in public that this is going to cost us a good sum of money to do. So don't back out when the plan comes to the table. We may have to bond it.

Newlin: I think we need to identify the needs first and then we will have to see if the costs are appropriate to those needs.

Kilmer: I don't mind doing the work as long as we aware there are going to be costs incurred.

RFP For Engineering:

Kilmer: We have been talking about our engineering since Jan. with a month-to-month contract with our current engineering firm. We have had many firms approach us about our engineering and I think it is time to do an RFP. It is not fair to the companies that are hanging out. We need to get this settled if we want to do different options. We need to start with the RFP process and what the cost would be by the companies that would actually submit a proposal. I don't know what the RFP entails.

Ceretto: When we were talking about engineering we also talking about a town engineer. I think the information being sought was to compare the cost of town engineer vs. an engineering firm. When we choose we need to determine which way is cheaper for the taxpayers. The last time our then town engineer prepared the RFP.

Johnson: I have information on town engineer vs. an engineering firm. We have had both. We have to make a decision on which one we want. We could discuss this at the work session on May 10th.

Langlois: I agree. We have the two alternatives to hiring a town engineer or an engineering firm. We had a process before that worked very well. We had four-five outstanding engineering firms and we thought they could all do a good job for the town. It was a tough decision. We have had experience now with O'Brien & Gere and they certainly ought to be evaluated. But I think we need to go out for RFP's for the others that we had before and see what they can offer us.

Newlin: Like Mr. Johnson's proposal regarding drainage this may take a good portion of the work session and these proposals tend to be elaborate. So, we may have to have an all day Saturday session. We should assign a day for an in depth interview.

Johnson: I can give you some parameters of in-house vs. firms at the work session.

Kilmer: We could start now the RFP process. When they come in and make their presentation we can see if an in-house engineer is more beneficial or not. It is better to have the firm that is bidding on this work to have done that first. Then we will have a comparison. We need to know the costs.

Johnson: I disagree. You have to make a decision because these people had to come with proposals. We interviewed these people who made presentations. I don't want to see them go thru all of that if we are thinking of doing an in-house engineer. We already know the costs that we have incurred and the proposals we had on the previously. Now, if we don't go that route and I am not saying that I am making a decision for this Board but if we do go out then we definitely have to go for the RFP that you are talking about. We have to make a decision if we want in-house or not. I think at the work session I can give you some information and you can make your decision. If you say let's go with it then we can do the RFP right away.

Kilmer: I am comfortable to wait until the work session. I wanted to get the discussion going on this.

Newlin: I have a question with regard to 1B on your agenda regarding tower fees, I spoke briefly with Chairwoman Latko and I am asking if she sought a board resolution to collect a fee from one of the tower companies that was anxious to pay the town?

Brandon: I do know that she did have conversation with one of the individuals who currently have a tower within the town and the subject came up on uncollected fees. They indicated to her that the fees would be forthcoming.

LANGLOIS:
Environmental Cmte. will meet this week.

GIS Training:
You have a letter from John Sharpe asking for approval of technical assistance with O'Brien & Gere to allow him to go further with his GIS work. He has done outstanding work on this and has taken college courses on his own and has become quite knowledgeable.

Langlois MOVED for authorization of \$2000 for training for John Sharpe with funds to come from A1440.400 Engineering. Seconded by Kilmer.

Johnson said there maybe a possible training grant and he will research it. However, in the meantime he would not hold up this request.

Carried 5-0.

Wayside/Sweethome Sewer/Time Extension:
Socko Construction has asked that we extend the contract until June 15th, which includes all the renovation work etc. We've been through this before and we gave them a slight extension earlier but continued bad weather throughout the winter have caused that. Delays in the work as well as hitting rock etc.

Langlois MOVED to allow the Supervisor to sign the extension to the contract for Socko Construction until June 15, 2004. Seconded by Kilmer.

Kilmer: I don't disagree with the extension, but someone has to put a fire under these people. That road is absolutely horrendous and it has not been remedied. It is unacceptable. There is a hazardous waiting to happen. They have to do something by this week.

Johnson: Is he over his head on this job?

Britton: We have asked for a restoration schedule from him several times over the past few weeks. He has failed to give me anything. The weather has been bad and he has been using that as an excuse. However, the good days that we have had, he has not put enough crews on. We have asked repeatedly.

Johnson: Is it possible that the Town could take that over?

Britton: No, I don't believe so. We need to get this work done now. I have a meeting set up with him tomorrow.

Johnson: I am talking about restoration.

Britton: Right now he is up there starting the work. If the Town Board were able to act quickly there is a possibility of work being done.

Langlois: I think that he has not been diligent as perhaps we would like but there are extenuating circumstances. Certainly having our engineer contact him and express our disapproval of what he is doing is very proper. Along with a statement to the effect that when we have other contracts in the future, we will recognize his capabilities or non-capabilities. We don't always have to take the low bidder.

Newlin: I would like to express my own extreme personal displeasure on the performance of Mr. Socko or lack of performance to this point. Our contractual relationship began with Mr. Socko at a point before I was on this Board but I will say as a Commissioner of the County Water Board that when Mr. Socko's name came up for potential bidder where he was the bidder again and with my limited experience with this gentleman I'd have a hard time recommending him. I said so at that Board and I will do that in the future with regards to this Board. We need someone who can take care of the legitimate needs and concerns of the residents in a much better way and just plain comply. I seriously wonder if this person is over his head on this contract. This job has to be done immediately. It has to be addressed right away and if he cannot do it, I think we are going to have to have him acknowledge that and the Town is going to have to come up with another way to deal with this problem. We cannot keep the streets in that condition. The residents have every right to complain and we can expect more as long as Mr. Socko is in charge. That is my fear.

Britton: I didn't actually get clarification on a point that Mr. Johnson brought up. Is it the Town Board desire or does the Town Board want to consider doing the restoration work themselves? Or terminating Mr. Socko's contract?

Newlin: Do you have much confidence with this gentleman?

Britton: I have a meeting set up with him tomorrow and basically what this time extension does is he has until June 15th. I have the ability to access liquidated damages after that point and I've waited to get some feedback from him. He is suppose to have the construction schedule with him tomorrow. (the restoration). At that point I will access his ability to do that work.

Ceretto: So, Dave did you say you have to wait for June 15th?

Britton: June 15th is the completion date.

Ceretto: Can we put you on the agenda in 2 weeks and you can give us information on this or direction?

Britton: I can give you a status on the progress.

Johnson: What is the restoration number? Is it \$20,000, \$30,000?

Britton: We have a unit price contract. We pay them by the unit. We have \$25,000 in restoration and another \$20,000 for roadway restoration. (driveways, roads etc.)

Langlois: Part of that been done?

Britton: We have not paid a penny. He has not done any of that. Right now he is doing some cleanup work.

Newlin: At this point, I am afraid that he is going to give us some assurance tomorrow that he just can't back up and then we are going to be left with the complaints from the residents that nothing gets done. Do you have concerns over what he tells us tomorrow actually being possible at this point with your experience?

Britton: Under the contract with him there are certain obligations and the first thing is to give him the opportunity to perform. But to actually set a date of June 15th that gives us a cut off date. Hold him to that date and if isn't able too the town has the ability to access liquidated damages.

Kilmer: Maybe we shouldn't give him such a large time frame. Maybe we should give like 2 weeks and say if you are not done in 2-weeks we are going to figure out a way to bail you out of this. Those residents have waited a long time. First with their problems and then with the problems that Socko and we created.

Johnson: The motion on the floor is to extend it until June 15th. Why don't we say leave it up to the engineer You are going to ask him tomorrow if he can live up to that?

Britton: He is already committed to that.

Langlois: No, I think he gave us the best date that he can possibly work. We have put a lot of pressure on him and in telling him we are very unhappy with this and then it will be a cold day before he gets another contract with us. He ought to really go to bat here and get the thing done. This is becoming public knowledge now that we are talking about our not being happy with his performance.

Johnson: Can you ask him if he would prefer to get out of this?

Britton: He has expressed an interest in doing that. I did approach him and said are you willing to terminate for convenience and allow the Town to finish the work up? He said he would be willing to sit down and talk about it.

Johnson asked Mr. Reiter if he would be willing to do this job?

Reiter said he would have to look at it. If you go to June 15th and he doesn't do it by then it only leaves about a week's time to get everything ready. You can't plant grass much later than that.

Johnson: I would rather that you talk to him and see if we can get out of this.

Newlin: On the question, I am probably going to vote against it because my experience with Mr. Socko is extremely frustrating.

Kilmer: Before you call the question, can we have a friendly amendment that June 15th unless this man wants to bail pending tomorrow's discussions? In fact if this guy doesn't want to bail out I don't want to deal with him in court.

Langlois: How do we know what it would cost us to do the work?

Kilmer: I want another company to do it. I don't think we should be taxing our highway department as it is already taxed to begin with.

Johnson: You ask the Mr. Socko if he wants to get out it contractually and if he doesn't and he wants to do the job then we are obligated by contract. We aren't obligated until June 15th.

Britton: We would have to send an extension to June 15th. I felt that June 15th was a reasonable as this is a tough time of the year. Rain has hampered the site.

Newlin: The fact that he is interested in getting out of this is a signal to me that he doesn't have confidence in completing this job. That is my biggest concern.

Britton: In fairness to him, I am the one who approached him. He said he would be willing to sit down.

Newlin: Mr. Langlois' un-amended motion says that we are just going to extend this until June 15th.

On the Motion to extend the contract for Socko Construction until June 15th: Ceretto, Johnson & Newlin No; Kilmer & Langlois Yes. Motion failed 3-2.

Johnson MOVED to permit the Supervisor to make a decision at the meeting of April 27th with the Contractor and the Engineer whether to extend until June 15th or allow the Contractor to withdraw from the contract. Seconded by Ceretto.

Kilmer: I don't want this to become a problem to be fixed by the Town. We just talked about a boatload of drainage work that needs to be done and we have enough on the Highway Dept.'s platter. I don't think we need to task them with more work. We hired this work out. We bonded this project. This company is responsible for finishing it. I don't think we should give him an easy way out. I do agree we should "put a little fire" to him. By giving him the door out he is going to take it. He needs to finish the job to the best of his ability with the stipulations.

Ceretto: When I was up there it looked like a war zone and the residents have suffered enough. I would be in favor of this motion, now because the residents should not have to live like this. I don't care who does it right now. Evidently the man must be over his head. How long has this been going on? Since Christmas? I would like to see it move forward.

Johnson: The problem is that #1 he is using union people and if the weather gets inclement you send them home. In lieu of that, that is where the Town crews would be better for repair work on roads. We use our crews to do the water, finish the badger meters and who is best to do this job than the people that are going to be repairing it.

Langlois: We are dealing with 6 weeks to finish up \$45,000 worth of lawn and roadwork. That is a reasonable length of time. If we were to relieve him of doing that we would have to go out and get bids. What makes you think anybody else can do it in less than 6 weeks. We have the same situation with Yarussi doing the repair work on the water lines on Harper & Tryon Drive. None of that has been done. The schedule had called for it to be done in the month of May. I think we are putting ourselves into a box here that might be even more costly than following the contract.

Newlin: This reminds me of some flexibility we have on this matter because we will be having a meeting next week on drainage so I think I will vote no on Mr. Johnson's amendment only and rephrase one my own way.

Motion failed 0-5.

Newlin MOVED that during the meeting of April 27th, it will be asked and a determination will be made of Socko Construction capabilities of completing the work on time. If it is clear that the work cannot be completed, the Supervisor will proceed on the costs for completion by either the Highway Dept. or other companies. Second by Johnson.

Motion Carried 5-0.

Storm Phase II Program:

Langlois read the following announcement to be placed in the local paper:

The Western New York Storm Water Coalition is holding a public meeting on Thursday, May 6, 2004, 7:00 p.m. at the Niagara County Public Safety Training Facility located at 5526 Niagara Street Extension, Lockport, N.Y.

The purpose of the meeting is to present the Storm Water Phase II Program annual report. The Storm Water Coalition was established in 2001 to utilize regional collaboration in developing programs to reduce the negative impacts of storm water pollution and meet the requirements of the Phase II storm water regulations.

Langlois MOVED that we publish this in our local newspaper. Seconded by Johnson and carried 5-0.

Waterline Projects:

Langlois: The restoration work will start soon and may be completed by mid June. We have also have look at the amount spent. We had a 5 million-bond issue. We will have spent approximately 3.6 million by the time the present work is done. We have looked at whatever water lines in the Town are faulty or undersized. There are 3 or 4 areas in the Town. We are about to make a recommendation that one of those areas be added to this construction job. It will cost around \$500,000 so that would make the total to 4.1 of the 5 million-bond issue. This is a one-time thing to improve our water structure.

Evert: My understating in talking with Bond Counsel was if we are doing more of the same within the same water district it is within the scope.

Recycling:

We have a list of the people that are not recycling and they are mainly condos and apartment buildings. Mr. Sharpe has contacted some of them. We need to make them aware that it is a law.

CERETTO:

Recreation:

I have a request from the Parks Dept. to install an 8' by 10' shed at a cost of \$800 at Washuta Park.

Ceretto MOVED that the Parks Dept. is permitted to purchase a storage shed for Washuta Park at the cost of \$800 and that the fee for the building permit be waived. Seconded by Johnson.

Langlois said that the engineer should check the shed out and the placement of it.

Ceretto accepted the amendment that the engineer reviews the shed and its placement. Seconded by Johnson and carried 5-0.

WPCC:

Attendance at the Buffalo Environmental Conference.

Ceretto MOVED that Tim Lockhart, Don Moyer, Les Meyers and Martin Lauer permission to attended a conference on May 3-4 at a cost not to exceed \$500 with funds to come from 8110.400-SS1. Seconded by Kilmer and carried 5-0.

Purchase of New Pumps:

Replacement of 2 existing sludge pumps with a rotary lobe type of pump. Replacement parts would cost about \$5,500.

Ceretto MOVED to purchase 2 pumps at the cost of \$8,433 each for a total cost of \$16,866 with funds to come from 8130.400 SS1. Seconded by Johnson. Carried 5-0.

Town Board Pictures:

The Town Board will have their picture taken by Al Kifer on May 24, 2004 after the 6:00 p.m. public hearing and before the RTBM.

Motion by Ceretto, Seconded by Kilmer and carried 5-0.

Pletcher Road Park Parking Lot:

I ascertained from the budget officer that there were funds in different capital accounts that have been transferred that could be used for this project. There are cars parked all over the road etc. that is a dangerous situation. We have received a letter from Mr. Wolfgang and other residents on this issue. I have asked the Highway Dept. to come up with a cost.

Reiter: For materials only it would be around \$27,000. We could start very soon and it would take about a week and a half.

Ceretto MOVED that the Highway Dept. pave the parking lot at the Pletcher Road Park as soon as possible. Material costs would be \$27,000. Funds to come from the H72 infrastructure account. Seconded by Johnson.

Johnson: There is no labor put in it?

Reiter: No.

Johnson: You have to add labor.

Langlois: He has the labor. He has 14 people.

Johnson: I would like to be reimbursed if we are going to use that infrastructure account. Mr. Dashineau, do you have anything in your budget for capital improvements?

Dashineau: No, that is a separate capital line that was pathway money that was put back into the infrastructure account.

Johnson: Figure out what the manpower would be and reimburse him. Steve doesn't have it in his budget. We almost didn't have enough for plowing.

Kilmer: First of all, we had plenty for plowing. We have \$40,000 left for next year for the plowing so that is a fallacy. I really think that if we are not going to put man-hours in this project we need to have it bid out. At least so we can compare prices. How do we know...because Mr. Reiter on one job we asked him to bid it out, it was the same price as a private contractor. We have a detention fence that needs to be torn down and there are a lot of projects that we have tasked him with. So before we task him with more in the summer months and with vacations it is a lot for Mr. Reiter to swing, I think we should have private companies bid as well.

Langlois: I think that Steve has the manpower to be able to this. I will remind the Board as I have said before, that several years ago when we were doing the sewers in Sanborn, we asked Milo Quarantillo in April if had some people that he could loan from highway to help the water people to do the sewer job. He said you could have six people for four months. Well, that meant to me that we had a few people available from April until it was paving time. I think that is still the situation. This is variable manpower period in highway. We are not doing paving. We are not doing leaf pickup. Essentially, they are doing some road repair. I think that he has the manpower to do this within his present budget.

Newlin: Mr. Dashineau, when does the softball season begin?

Dashineau: We are currently in the practicing stages now

Newlin: I have traveled on Pletcher Road and that is an accident waiting to happen. My inclination is to move forward as quickly as possible with this. I don't think it is a big project and I am going to stick with directing the Highway Supt. to take care of this project. Mr. Reiter, do you feel you can handle the project?

Reiter: Every project that you assigned me is put in order of priority. This is very similar to what I told you before, Mr. Supervisor when you asked me if I could get along with just 6 men, I said I mostly certainly can. I can get along with 6 men and I can get along with 15 men. I really distain Mr. Langlois' comment about that this is a slow time. Mr. Kilmer mentioned it earlier that there is brush all over the place. It took us 1_ weeks to pickup above the hill. It will take us another 2 weeks to pickup below the hill. If you want me to do this, yes I can do it and yes we will find the time and yes we will do it. But other things will be put on the back burner. We have already started our paving projects (Fairway). Hopefully, we can start paving in 2-3 weeks. The blacktop plant opens next week. I am willing to help you and I will start on it right away. I wish you had made this decision a month ago cause this work could have been done during rainy season because you are working off of the pavement. The Board's inaction some time determines how fast things get done. We have been waiting a long time for some of these.

Winkley: Would you have the "No Parking" signs put up as soon as the parking lot is done on both sides of the street.

Ceretto Amended his motion that once the job is completed that "No Parking" signs are installed. Seconded by Johnson.
On the Motion: Ceretto, Johnson & Newlin Yes; Kilmer No and Langlois Abstain. Motion carried 3-1-1.

Kilmer: For clarification, my no was because I wanted to go to bid.

Dickersonville Cemetery Funds-H27.

Mr. Dashineau has asked for permission to issue a purchase order to the H-27 account to purchase flowers and scrubs at the cemetery in the amount of \$228.63.

Ceretto MOVED to permit the Parks Dept. to take \$228.63 from H-27 to be used for improvements at the Dickersonville Cemetery. Seconded by Johnson.

Dashineau: Next week we will send men in to level off the graves that were dug over the winter. We will put a nice topsoil finish and then seed it. The trees need to be fed and there are all types of shrubs that we will put in. We will replace those shrubs that have died. Currently, costs are run off of the parks budget.

Newlin: I know that we had some accounts that were closed in Feb. Mr. Evert, do we have an account that is designated for the cemetery?

Evert: My recommendation was to close this and this would effectively close the remaining monies.

Motion carried 5-0.

Village Letter re: Bike Path

The Recreation Cmte. will meet on April 28th at 7:00 p.m. and we will discuss this issue.

Comprehensive Plan: The Comprehensive Cmte. is not really a comprehensive plan committee because the comprehensive plan has been done. What this group is trying to do is change the zoning laws to be similar to the comprehensive plan and put it into compliance. They will meet on April 28th at 7:00 p.m. The

Comprehensive Cmte. will probably have something for the Board within a month.

Golf Course Cmte. The next meeting is June 3, 2004 at 6:30 p.m.

Ceretto: One of the things that we have to decide on this Golf Course Cmte. is what is the goal of this group. I have been telling them that the goal for the committee is to provide information to the community as it comes in. It appears to me as far as the contract with new information coming in and we have legal advice from our attorney that questions have arisen with regard to the cost and how do you provide that information to the community. It does depend on the cost. When you look at the bonding and if you try to sell it to the community as far as going to a referendum for a vote the finances will depend on that. After you set the costs, then you can see if it is going to be profitable or not profitable. This current contract has expired and it has been suggested that we have an addendum to it. Since this is more of a Board decision, all five of us want to be a part of the negotiations with respect to the contract. If we do it right and work out the numbers as far as the cost to the Town, the golf course could sell itself. If the numbers are not right, I think we will come to the same conclusion that maybe we should not have a golf course. I don't have all of the information and that is where we are. Mr. Boniello is talking with the developer to get the figures for the cost. Because of this, I am asking to call for a special meeting with the Board and Mr. Boniello with respect to the extension of the contract.

Newlin: I believe we should pursue an addendum and we should do it with the proper 72-hour notification. This would be a public meeting and because it involves contractual obligation we would then go into executive session.

Newlin MOVED to hold a Special Meeting on Friday, April 30th at 4 p.m. for the purpose of discussing an addendum to the Golf Course Contract. Seconded by Johnson. Carried 5-0.

Mr. Dowd will be asked to come to the meeting at 5 p.m. if he is available.

Langlois: It has been 4 solid months that we have been in the doldrums waiting to finish the DEIS. Four months to spend \$5000. I think it is ridiculous. We even had someone come in and say they are willing to pay the \$5000 because we didn't want to spend another nickel on it after we have already spent \$105,000. We have gone on for 4 months and we are now going to have another meeting on Friday for something else. I sent you a letter from Mr. Fred Caso about the negotiations for the Golf Cmte. Those were my sentiments exactly and what he said in there is that we as a committee of outstanding citizens worked for months with many, many negotiating sessions, pluses or minuses with the developer to develop this contract. It was a win-win situation for both sides. The Golf Cmte. voted on that unanimously that it was okay. Lawyers looked at the contract and said it was okay. This Town Board minus the new supervisor, five people voted unanimously that this was a great contract. Now, you are saying that we want to come back to renegotiate a contract.

Newlin: We are not asking to renegotiate the contract. This is for the purpose of a creation of an addendum to the contract. That is not re-negotiation.

Langlois: That is an addendum to the contract and it is going to have to be approved by both parties. Mr. Dowd has said that the contract as it is the best that he is going to go. He gave a lot when we went through these negotiations before. We have a very good contract in my view. Everybody is in favor of it. I know you are not in favor of this golf course and you have stated publicly that you don't think a public golf course is right for this town. You have also said that you are willing to have this Board proceed with it because we apparently are four people that voted before for the golf course and I think there are still on board with this public/private golf course. I see no reason why we can't authorize this small amount of expenditure of money that will be paid for by Mr. Dowd to finish the EIS. Every week we go on further we are getting almost another year away before

we can start a golf course. I also agree with Mr. Ceretto saying that there are some details in here that we need to work out. We have always known that we needed to work the exact financing for the golf course, what type of course we are going to have which we are still talking about. Are we going to have a very playable course, a championship course and how much it is going to cost. Those all come after you get the EIS done. We can have all kinds of meetings and work these out. We should work out spreadsheets for costs, number of rounds, players etc. What I am trying to say is I just don't appreciate you folks going back and trying to re-negotiate a contract with something that was negotiate in good faith with both sides saying it was a win-win proposition. All you are doing is delaying and by delaying it you eventually going to kill it in my view.

Johnson: If what we discussed in January of this year would have taken place and Mr. Langlois wouldn't have jumped in on Mr. Ceretto's committee without working with him this might have gone a little bit faster. Because it didn't and because Mr. Langlois thinks that he can just go out and make a decision and say okay we are going to spend \$30,000. It just happens to be that we re-negotiated this thing from \$30,000 down to \$5,000 and it is actually \$10,000. The attorney is going help the engineer do some of the work. There are several things in the contract that are not addressed and that is why Mr. Boniello said that he would like to answer those questions. When you go over them you will see that it is very important. There is a no number for the architect to come in from out of town just a Carte Blanc. It is a \$250,000 fee and then it says you will pay his room, wages etc. How long would that be for? There is no cap in it. You can't go out for bonding until you have a number & what that is. So, you have to put some kind of a number in there. There are other things in the contract that are not clearly specified. I don't think it is a big deal. I think Mike Dowd won't have a problem whatsoever with some of things that Mr. Boniello has given all of us to look at. I think the sooner that we work together instead of fighting and trying to over see another liaison's committee we can get this done. Nobody wants a golf course more than I want one because I have been on this since 1994. I surely feel that we need to make sure that everything is done property.

Newlin: I would like to make it clear that I think the golf course could be good for Lewiston. However, the right deal must be pursued between this town and any such party if the town does get involved in it. As Mr. Langlois said I will not stand in the way of a decision that is made by this majority. No majority of this Board, no three members of the comprehensive action to this point and tonight I think we have some progress and we will have a meeting on Friday on these issues. I appreciate the fact that an advisory board to this town thought that this was a good contract and the previous Board thought that this was a good contract. However, mistakes I think were made from my perspective. I have no doubt that I am going to make my share of mistakes at this. As a new person, I have observed a few parts of this contract that have me worried. Number one, bond counsel has never been approached with this project. I had taken some steps on my own. I approached bond counsel to submit a proposal for a retainer of their services, so I have taken action there. Secondly, there has been no title insurance that I can see dealing with this contract. That needs to be done. One thing that amazes me with this contract was there was a clause in there that said the developer will pick up any engineering costs to \$105,000. If it is \$105,001 the town has to pick up the whole bill. If it is \$110,000 the town has to pick up the whole bill. That just does not seem like a good contract. Finally, I realize this contract was a priority of the majority of this Board last year, however, I have to question whether if it was such a majority why was the contract allowed to lapse in March of last year? That is not my fault. I think the people who have made this golf course a priority should have addressed that and made sure it did not lapse. I think we pursue this addendum with the contract stipulations with these points that Mr. Boniello & I have brought up. Attorney after attorney brought up some points. These points have to be addressed and I think we can move forward. I think a golf course would be good for this town but I don't want to see a deal that is going to expose this town to any future liability.

Kilmer: The reduction of the \$10,000, some of it was due to Mr. Langlois getting involved. He got Mike Dowd to pay the \$5000 and got him to do the work. But realize we are getting \$10,000 of work. We are not getting the \$27,000 of work. This engineering is being scaled down. There is \$30,000 worth of work but we are only doing \$10,000 of it. I don't want that number being tossed.....like we got some sort of a great deal from thirty to ten. We are getting what we are paying for. We are getting \$10,000 worth of engineering. I think we should try to make it so everybody is happy. For the record, I will vote for the contract as it stands unless Mr. Dowd agrees to it

Ceretto: I am all for a golf course, but I want a course that is not a burden to the Town and one that we can be proud of. #1, there was a contract and we had to renew it. #2, the SEQR costs were more than what we thought. We were hearing \$30,000 more and we worked at those things. Through this progress we saw the costs and we are getting that number down. One of the goals that this Board gave me was that Town wasn't going to put any more money forward. When we opened it up the residents had questions. I wanted to get the Board involved rather than taking it from the committee to here. I voted for the golf course and our legal advice at that time was to accept the contract. Our attorneys now are bringing up legal issues and for this reason I want to go into executive session. It is on legal advice that we put these addendums with the contract.

On the Motion to meet on April 30th re: golf course contract approved 5-0.

On Motion of Johnson, Seconded by Kilmer the Board took a short recess.

On Motion of Johnson, Seconded by Kilmer the Board reconvened at 9:57 p.m. Carried 5-0.

NEWLIN:

Legal:

Leone: At the last meeting the Board asked that I look into the issue of recording equipment at public hearings. As long as it isn't obtrusive or detrimental to the deliberating process it is okay. Hand held recorders are also permitted.

Amendment to Flexible Benefits Plan:

You all have copy of the resolution and that has come from the State. There has been some changes to the Health Insurance Portability & Accountability Act (HIPAA) and the Town has to comply.

Johnson MOVED to authorize the Supervisor and the Clerk to sign the Amendment to the Flex Plan as follows. Seconded by Ceretto. Carried 5-0.

Johnson MOVED to amend the Motion that the document be retroactive to April 14, 2004. Seconded by Kilmer. Carried 5-0.

RESOLUTION

At a regular meeting of the Town Board of the Town of Lewiston, held on April 26, 2004, the following business was taken up for consideration:

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 created a set of standards that were designed to essentially ensure the privacy of an individual's personal health information; and

WHEREAS, Fringe Benefit Analysts, Inc. has suggested that the Town of Lewiston, as an employer and sponsor of its Flexible Benefit Plan, amend such Flexible Benefit Plan to comply with HIPAA effective as of April 14, 2004; and

WHEREAS, the Town of Lewiston Administrative Services Agreement between the Town of Lewiston as sponsor of the Flexible Benefit Plan and Fringe Benefit Analysts, Inc., a business associate of the Flexible Benefit Plan, also be amended in accordance with the HIPAA regulations effective April 14, 2004;

NOW, therefore, upon motion being made, seconded and carried, it as

RESOLVED, that the Town of Lewiston Flexible Benefit Plan is hereby amended effective as of April 14, 2004 so as to comply with HIPAA and as more particularly set forth in the attached amendment; and it is further

RESOLVED, that the HIPAA Business Associate Addendum be added to the Administrative Service Agreement between the Town of Lewiston as employer and Fringe Benefit Analysts, Inc. , a business associate of the plan effective April 14, 2004; and it is further

RESOLVED, that the resolution shall have retroactive effect as of April 14, 2004; and it is further

RESOLVED, that the Supervisor is hereby directed and authorized to take such steps as necessary to implement the aforesaid Flexible Benefit Plan Amendment pursuant to HIPAA Business Associate Addendum so as to comply with HIPAA; and it is further

RESOLVED, that the Administrator should be instructed to take such actions that are deemed necessary and proper to implement the adoption of this Amendment to the Flexible Benefit Plan by delivering to each employee a copy of the summary description of the changes to the plan in the form of the Summary Plan Description – Material Modifications presented to this meeting, which such form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits respectively are true copies of Amendment to Town of Lewiston Flexible Benefit Plan and Summary Plan Description – Material Modifications approved and adopted by the Town Board on April 26, 2004 effective retroactive to April 14, 2004.

GLPBA – Proclamations:

RESOLUTION

RESOLVED, that the Town Board of Lewiston recognizes and congratulates the 2004 Honorees and that the Town Clerk produce proclamations for the following:

Business of the Year – Favorite's Pizza

Business Person of the Year – Margaret Toohey

Benjamin Barton Service Award Recipients – the Niagara River Anglers Association

Morgan Lewis Partnership Award – Niagara University

Lewiston Mayor & Supervisor's Award – Mamie & Si Simonson/Simonson Photography

Special Recognition Awards – Happy 30th Birthday Artpark

Sandra Jo Maslen

Youngstown Mayor & Supervisor's Award – Tom Tower/ Tom Tower's Farm Market

Motion by Langlois, Seconded by Johnson that the Town Clerk prepare the proclamations. Carried 5-0.

WPCC – Enactment of Pretreatment Program:

Newlin: In March when we originally voted on this item Mr. Langlois' motion was that we authorize \$10,000 for the study of a pretreatment program. I will ask for a motion from this Board that specifically enacts \$10,000 from 8119.400 SS1 for creation of this program.

Ceretto MOVED for the creation of a Pretreatment Program not to exceed \$10,000 with funds to come from 8110.400 SS1. Seconded by Kilmer. Carried 5-0.

NYPA – Meeting with the NYPA and our coalition on Wednesday, April 28th at 10:00 a.m. The Niagara Power Coalition has ceased its relationship with Atty. C. Smoots for non-performance and excessive billing. We have retained Tom Doherty for our side and I will report back after the meeting.

Personnel/Arbitrator/Executive Session:

Johnson: We made a motion at the last meeting to have the outside counsel and our town counsel explore a settlement with regards to the labor issues in front of the town. There are 5 improper practice charges and 5 grievances. We have been talking to the attorney and we met with the union parties and they made a proposal to us. At that point we returned to the attorneys and said to try and negotiate. Attorney Nick Sargent is here this evening to give us his recommendations for the settlement.

Langlois: Is this going to be an executive session?

Johnson: No.

Leone: It certainly is a subject that can go into executive session.

Newlin: Is there a need to? Does it have to?

Leone: It is not mandatory but is it a proper subject for a executive session? Sure it is.

Langlois MOVED to go into Executive Session.

Newlin asked if it is the Board's discretion to go into executive session? (Yes)

Seconded by Kilmer.

Johnson said either way is fine with him. I think Mr. Sargent is going to give us a proposal that we are either going to accept or go to court.

Atty. Sargent: It does not really matter to me, which way you go with this. If you want to go into executive session that is fine. If you don't you have the right to say let's proceed.

Ceretto: If it doesn't matter, I would like to proceed. As long as the attorneys are saying that we can proceed and Mr. Sargent is comfortable with proceeding, I certainly don't have anything to hide and I would like to go on and get this settled.

Kilmer: An executive session is not to hide things. It is to discuss things before you bring them to the public.

Newlin: I am inclined to keep this open at this point. I think we have the agreement and if we have questions maybe the public would be enlightened as to what our decision making process is.

Langlois: I think this is a legal matter and something that we just received this afternoon and haven't had a chance to really read it ourselves and think about it. We may get into some heated discussions about the legalities of these things. I think it would be more proper to meet in executive session.

Atty. Sargent: I don't think I am going to get into any heated discussions with anyone. I just assume that you will hear what I have to say and if you have any questions you could ask them. I have nothing to go into executive session about.

Newlin: I will ask Mr. Leone or Mr. Sargent during discussions if a red flag goes up that we should go into executive session for this, we will then move in that direction.

On the Motion to go into Executive Session; Aye Kilmer and Langlois; No Ceretto, Johnson & Newlin. Motion failed 2-3.

Atty. Sargent: I would like to address Mr. Langlois' comments as to just getting this agreement and I recognize that. What happened was that we were negotiating the details of this agreement as late as Friday at 5 p.m. Glenn Miller of the Teamsters and myself. At all times we were attempting to have this in front of the Board for tonight's meeting because part of the arrangement was to try to get this wrapped up during this week. So, Jim is correct when he says we just got this agreement. It isn't a complex agreement that requires us to take days and days of thought and review. Quite frankly, it is an agreement that is summarized by myself and then obviously you are going to have some questions. To take up with what Mr. Johnson said, we received from the union a very extensive and exhaustive way of resolving five I.P. charges, 5 grievances which everyone on this Town Board has to be very concerned about because when we get involved in labor litigations and we get involved with arbitration you are talking about spending enormous sums of money. I don't think that I have to remind anyone, that I just finished an arbitration representing this Board that carried over from last year that cost us in excess of about \$30,000. That was one case. Now we are talking about in excess of ten cases. When we are confronted with those kinds of

litigation and labor issues it makes one recognize we are better off with labor peace not having our place filled with arbitration and improper practice charges.

In any event, the union by virtue of the Teamsters representing them insisted that these improper practice charges while they would be withdrawn nevertheless would give them the opportunity to bring them back if things didn't work out. One of the major sticking points was these cases, these I.P. charges, PERB and grievances be withdrawn with prejudice which means that for all intensive purposes is they are over with, they are done and they no longer again surface. In exchange was to reinstate three employees who had been laid off. Now, I recognize because I certainly have represented the Board last year and now I am representing the Board this year with a different complexion. I recognize what that means to bring back the employees. But, my direction was to resolve the issues. Get it back on equal footing and come back to the Board with an agreement. I spent a significant number of hours trying to do that and you have now in front of you an agreement. Now, what does this agreement that you have in front of you do?

Number one, it withdraws the improper practice charges, which are charges that were filed with PERB in a sense, which means for all intensive purposes they cannot again resurface. To those of you who say to me, Nick, what were the merits of those charges? It really doesn't serve any useful purpose whether I tell you they were good, bad or indifferent as well as the same comment if you ask me about the grievances. Were they winnable, were they losable? The point is and this is what you have to focus on is we would have to litigate them. Whether we can win them, lose them or have a neutral outcome and I am telling you all because I have been doing this for thirty years, this costs a lot of money. To those of you who say to me, how much...well I already said what it costs to litigate one grievance and now we are talking about a total of ten. So it really does matter whether you ask me about the merits of these ten cases. What matters is that they would have to be litigated. We are not only talking about ten cases that are currently on our plate, but we are talking about what would also follow that. Again, you may make the comment to me well someone is bluffing or someone is just blowing a lot of smoke and I would tell you I don't think so. The point is that these kinds of issues will keep surfacing and resurfacing and we will continue to spend money on legal fees fighting with the union that we really don't have to be doing that. So, the first thing that I tell you is that the union withdrew the I.P. charges with prejudice.

The second paragraph says the union withdraws all of the grievances with prejudice. Again, that means that they are withdrawn and they will not resurface again. The third paragraph states that the three employees that were laid off will be reinstated. There will be no back pay. There will be no lost benefits paid. The provision in paragraph three is that the volume of work needed has to justify their retention. That was a very important part because certainly the union was advocating that I put a period after the word reinstate. We said and we negotiated this language that says, "provided the volume of work needed to be done justifies their retention". Then another important point was that they come back with seniority. However, they are not able to use that seniority to gain overtime. In other words, they come back on an equal footing with every other employee with respect to over time. Obviously that would cause chaos with the over time week. That was an important point that we had to negotiate. The final point that took us a long time was the union demand about exclusivity to work. You all know that is at the heart of some of these improper practice charges. We demanded and were successful in negotiating that either party has the right to claim exclusivity. In other words that issue became a wash. It was very important because we know that there are certain jobs that we have subcontracted out over the years that means it is not exclusive town work. There are certain jobs that we have used other types of employees or other contractors to do the work in the town. That is a very important issue because it is a saving to the town. We reserved that right to continue to do business that way.

That is the summary substance of the agreement. When you look at a finished product after hours of negotiations, it is very easy for someone to pick up this agreement and say, "what took you so long"? Anyone can look at a finished project and say, "I could have negotiated that". I can't tell you how many different issues came up. Mr. Johnson said when we met for the first time the union gave us a demand that anyone would have walked away and said this cannot be resolved. We believed that in the best interest of this town we resolved all the issues. Yes, the employees will be reinstated. However, there is a clause that says as long as the work requires that. I believe and recommend that this Board act on this tonight and you act on it in a favorable position. I believe that in the best interest of the town and the citizens of this town that the issues existing between the union and this town are resolved and we move forward

Newlin: Thank you for your sharpness and clearness in describing your position.

Johnson: At the beginning of the negotiations, I didn't follow up with every step of the way but I have been looking at it. I think every Board member had a chance to look at what they brought to our attention. The results are a catch 22. You have to decide right now whether you take a chance and pursue or you say we are going to take a chance that we can maintain these guys working. We have to make some definite adjustments in the highway budget. I talked with Mr. Reiter earlier in case this would come to fruition and as long as we can allow him to make the proper adjustments in his budget lines we wouldn't have to come up with any money. I signed the abstract for the Highway Supt. Article 78 which was \$2500 and \$3800. The majority board hired Mr. Sargent previously and we have spent much more than \$30,000. I think that sometimes you have to sit down and try to negotiate the best deal you possibly can and work from within a budget that you are not going to be spending selfish monies out there just to try to prove a point. I asked Mr. Sargent what would happen if we just went on with the charges and you could be looking at such things as back pay, back medical, equal top in over time and more. I think that the directive that we gave him to come from this two page agreement and I am sure that you all read through that was very aggravating when we got in to just bringing 3 men back as if they were back to work tomorrow without back wages is something to think about.

Kilmer: This is obscured. The union vs. the Town Board making the decisions on how the town should be run is now running this Town Board. They pick up a pen and paper and write a grievance and you guys run from it. If in fact, this follows through. I don't think we can even do this. We don't hire people, this Town Board. The Highway Supt. does. He couldn't afford 3 men in this budget. He has \$306,000 left in his personnel line and he has already spent \$238,000. So for him to absorb 3 more men in his budget and he is already on track to not actually making it with the money he has available to him now, it is obscured. I think it requires a public hearing to adjust a budget. Doesn't it Mr. Leone?

Leone: I don't necessarily think it does. I looked at Sections 117 & 112 of the Town Law. Section 117 would seem to restrict the Town Board "that no officer, board or commission shall during any fiscal year spend or contract any money or incur liability involving the expenditure in excess of annual appropriation." Then it says except as provided in Section 112. In Section 112 it says, "that the Town Board during the fiscal year by resolution may make additional appropriations for increased existing appropriations and shall provide for the financing thereof." Then it restricts where you can get the money. Monies therefore maybe provided from unexpected balance of an appropriation. The appropriation for contingency, un-appropriated, unreserved fund balance, unanticipated revenues within a fund or borrowing under local finance law. It would seem to me under those 2 sections this Town Board again pursuant to Sec. 112, Subdivision 1 by resolution could do it. I would say that your expenditure would have to come from one of those five.

Newlin asked Mr. Evert if taking money out of those accounts described by Mr. Leone is possible at this point?

Evert: There are a number of different things that are being discussed relatively to the spending of funds that would logically come from the highway and drainage fund. You have an incomplete picture of highway and drainage financing. Collectively it could be a problem. Individually this one piece could be handled from the fund balance as Mr. Leone points out perhaps without a public hearing.

Kilmer: I wouldn't question Mr. Leone's opinion but I will do research on my own. I believe at the Assoc. of Towns in order to adjust or amend an annual budget which would be what this is doing you have to have a public hearing. This Town Board made a decision to reduce for many reasons. Other towns that we did comparisons with and Mr. Reiter's own comparisons proved that we were overstaffed by five. By population and by road. To be a little scared to go to court to fight these fights that just a year ago Atty. Sargent's firm said we could win these. I don't understand it. I think we continue to fight the fight. It is a \$200,000+ expenditure annually and next January these 3 gentlemen will be terminated from employment and they won't have to write grievances any longer and if we have to spend up \$200,000+ on lawsuits to tell the union that we are not here to fight these fights, I say we do it.

Ceretto: Mr. Sargent, I have negotiated union contracts for 20 years and I sympathize with you. I understand the power of negotiations. It is a process of give and take. It is compromising. When you said the one grievance was \$30,000 and with 10 cases that is a minimum of \$300,000. Is that correct?

Atty. Sargent: I would like to comment on what Mr. Kilmer's said. I didn't say we were going to lose these cases. I said that whether they are frivolous or not they have to be litigated. So, I didn't say that I was afraid of these cases or not. I didn't say I would lose these cases. I said they have to be litigated. Comments about what it is going to cost us remains in excess of \$300,000. These are the cases that are in front of us. There maybe other cases down the road. When you say you don't want to be afraid of the union, we don't want to have a grievance here and there and cause us to run. That is the not the way I perceive. That is not the advice that I give our clients. I am not suggesting that we are afraid of the union. I am not suggesting that the union is running this town. What I am suggesting is what makes sense is to resolve our differences and proceed from that point forward. I will remind you in this agreement it requires that the work be there for the 3 to perform and if the work isn't there then you will have look at what these 3 individuals are doing. I am urging you Dan, to vote for this agreement not because I am afraid of the union. Not because the union is running this town because it makes sense to me to recommend to you five men to get issues resolved and move forward from there.

Ceretto: The point is the \$300,000+. I would prefer that the \$300,000 be spent on our taxpayers and residents of this town, which would benefit this town. I do perceive that there is a lot of work in this town with respect to the highway. It was never clear to me why we laid off the 3 workers in the beginning. I know that a member of the Board said it was cost saving. I never saw those numbers that proved out. They didn't prove to me that it was so. I also heard Mr. Reiter give his facts and he stated that the amount of workers was smaller than the towns around us. Residents have often said we have had good service in the town but in the last year it has receded. I want to move forward and use these legal monies on the highway workers and get the town back in shape. It was shown that when we did sewers it was at a lower rate than hiring it out. I want to resolve this and put it behind us.

Langlois: Obviously, this has just been sprung upon us. I certainly hope you don't expect to vote on this tonight because just getting it this afternoon and I'm just now reading it thoroughly. I want to examine it closely. Discussing it tonight while Mr. Sargent is here is good. I agree with Dan (Kilmer) completely. I've seen this before what happens when you have a big union like the Teamsters etc. with all kinds of money. They don't care how much they spend and they can try

to bankrupt some town or somebody else by putting frivolous grievances and don't tell me that a lot of them aren't frivolous. One had to do with Mr. Reiter being a wingman on a plow. There are a whole bunch of them like that. I know it is going to cost money if we go thru each one of those. But, every one of those like that isn't going to cost \$30,000 each. Ten grievances at \$30,000 is \$300,000 and even if it were that I think a good expenditure of money to defeat this system that is in place that thinks it can bludgeoned the town into getting your wealth. I don't think we should do that at all. The savings that we are making are \$200,000 per year by not having 3 people. If you expand that by 10% a year, you are at \$210,000; \$230,000; \$250,000 etc. and every year that is an extra expense for 3 people. That doesn't include the lifetime benefits, lifetime health benefits you are going to have to pay which is like \$300,00 to \$400,000 to every extra employee. It is no wonder that NYS is not competitive in business if you have situations like this where you are employing more people than you need and that you are giving into union pressure etc by hiring them back. I think you are just setting the wrong example here. It just doesn't make sense to me at all that we would go thru all of these studies that show we can run a town effectively, efficiently with the right number of people. We just showed that we can do it this winter. Mr. Reiter and his crew did a great job of plowing the roads with 10 people and that was before negotiations that are coming up that I believe will call for one man plows. We certainly don't need these people back in order to do the work that we are doing. I am as disappointed as anybody that people lose their jobs. I don't want someone to employ them because of some pressure from some union. The one point that Mr. Sargent made which I thought was very good was that the volume of work needed to be done justifies their retention. If you have a board majority that wants to keep hiring people they can manufacture work, spread the work around and say we need more. If you are trying to run a town efficiently you have to make comparisons with other towns and with the volume of work that is going on and what you really need. I think we do a disservice to this town if we bring back an extra \$200,000 of cost every year plus the ongoing costs of this town. I think we worked very hard to get down to the point where we could eliminate a tax. We are about at that point this year because we have built up some surplus. If we are going to start doing things like this we are going to be in the hole and be taxing people again. I don't think that is right at all. As far as the budget is concerned, I had talked to the Assoc. of Towns about our budget and what would happen if we wanted to increase the personal and they said you list the number of personnel that you have through hiring for highway and you put the names down and the amount of dollars down. If you determine that you need more people or you want to hire people back, I seem to remember that they said you have to have a public hearing to increase the personnel line in the budget and you have to have a resolution or hearing to bring the people back on. The extra three people are not on our list.

Newlin: Mr. Sargent, in your opinion do you think this is the best agreement this Town can reach with the Teamsters at this point?

Atty. Sargent: That is why it is in front of you and that is why I recommended it.

Newlin: I am low to vote on matters or items that have come up before this Board on the same day however, it has happened several times. I also stipulate that if there is a matter of timeliness sometimes it is appropriate to vote on things as they come up. Mr. Sargent you mentioned that it was important to sign it tonight.

Atty. Sargent: In the negotiating process, one of the issues was when are we going to do it? I had promised the union that I would be here tonight urging the Board to reinstate these gentlemen this week. I think the agreement is not complex. The agreement is in front of the Board tonight and everyone has a chance to ask me questions about it. I don't know what 2 or 3 days or a week is going to do to have this agreement discussed and address any issues or concerns. So, I wanted to uphold my part of the bargain, which was to get these 3 gentlemen reinstated.

Newlin: The Board asked you to pursue a settlement seeking the dispersal of as many or all of these I.P. and PERB charges as possible. The only way the union said this is going to happen is if the three men are brought back. Would you run over the range of costs that you perceive that litigating these 10 charges would cost the town, from a low to high range.

Atty. Sargent: The comment that not every one of these charges fits into the category of the previous arbitration. There are 3-4 I.P. charges, which are going to require several hearings, appeals, court and they could go well beyond \$200,000. The bottom figure could be \$250,000. These are issues that require resolutions and people who are engaged in the practice of labor laws. I am not here tonight to tell you that I believe that it is going to cost us a great deal of money when it isn't. If I was interested in feathering my own nest, I would be telling you let's litigate these issues. That is not what I am doing. I am recommending that we resolve these issues. I predict on these kind of issues that you can spend well over a half a million dollars and I would put the low figure at \$250,000 because of the ability to appeal cases to a higher board and then appeal that.

Newlin: In terms of the competence with Sargent/Collins and when the previous Board picked them, others and I had asked around of their reputation and that is why I kept them on. I think that Kilmer, Langlois & Maslen must have had some degree of confidence in them. That may not be the case any longer but I have confidence in their advice and decision-making.

Langlois MOVED to Table to a later date. Seconded by Kilmer. Langlois & Kilmer Yes; Ceretto, Johnson & Newlin No. Motion failed 2-3.

Johnson: Mr. Reiter, the Board is questioning whether you need three more men. One of the charges is on you because of plowing.

Reiter: I can get by with 6, 15, 20 guys. There is always enough work in the Town for infrastructure to be maintained. Comments were made regarding comparing us with surrounding towns. The I.P. charges regarding me being a wingman is not going to go away. We were thin with plowing. If two guys get sick or someone goes on vacation, I don't have the bodies. If you want to settle some of these matters you should do it at the next contract. When negotiating the contract you left an awful lot of open items that I personally told the then Supervisor and they weren't address and we are paying for that now. I have some of my workers here and I am putting myself in a spot. It would so much smarter to bring the guys back. I would like to offer an olive branch to the Board from me. I am willing to tackle some of these projects but I have to have some support. I can't have everybody criticizing us and demeaning what the guys do down there. We have sat for two years fighting over stuff and nothing has gotten done. You have a sewer project out there that has fallen on its rump.

Kilmer interjected that this has nothing to do with the issue at hand.

Newlin said that we did agree tonight that one of the resolution of the Socko project was the possibility of the Highway Dept. stepping in.

Reiter: I want to make the Town a better place to live. You've taken my people away. I've shown you the 1995 figures with more people working and less things to do. There was 150 more residents in the town and they generate more brush, leaves and a demand for services. There are an extra 2 miles of road since 1995. There were more people in 1995 in the Highway Dept. than there is now. There was an extra drainage person and second secretary in the office. I think we have done our part in trying to keep this town whole. My equipment is in shambles. We are not spending the money that we have to. We are past the band-aid part.

Kilmer: This is a statement to the taxpayers. Everyone in the public should of known you were going to hire these 3 guys back so the people that are opposed to

spending a quarter of a million dollars for labor would of came here and told you so. I think we would have had them lined out the door. This is the exact reason that NYS is tanking because politicians don't have the courage to make a decision, follow through it and stick to their guns. This union is now in control for negotiations that are upon us right now. During negotiations, the taxpayers are going to get exactly what they deserve from having a weak Board who is going to allow this to happen. I will take this to the people and explain exactly what you three have done.

Ceretto: I think we live in a changing society regarding unions. Years ago, it was them and us. Management looked down at union people. To survive in a competitive world it has to be more of a team. A team effort between the union and us. I look at the union as important as my position here on the Board. Our goal is the residents and the taxpayers of this town. I feel that we can regain those successes. I listen to Mr. Reiter and his numbers. I did not see where it showed me there was proof that those three workers should be laid off in the first place. I did see and hear that we were providing good services and we were saving money. I can look at Pletcher Park that was built by the Highway Dept. They did the work at Washuta Park also. They responded to the Senior Citizen bldg. this past winter. I would like to continue this service. I want these problems that we have encountered go away and once again become a team.

Langlois: I agree 100% with what Mr. Kilmer said. I think we are setting a very, very bad precedence by letting some very clever union folks put in all kinds of grievances to bludgeoned us into doing something that we know is not right and is not needed by the town. We have shown that we don't need these people and we have shown the extra cost that we can save the taxpayers. It is very important not just to us but also to the county and the state. If our little town isn't willing to look and see how to run its' town efficiently how can we ever expect anybody else to do anything else. It just doesn't make sense. I appreciate what Mr. Sargent is saying that it is going to cost a lot of money perhaps to negotiate these. Even if it cost \$500,000, that is 2 years of savings. I am telling you if we are going to go back to spending this kind of money again we are going to be in the hole in this town just like we were before the Republicans took over. You are going down the stream again, spending, spending etc. We are going to let the public know about it. I am really disappointed that you want to vote on this tonight when there is nobody here except a few people that are interested in it. We should have a chance to have the public talk about this before you vote on it. I talked to our Supervisor when he came in earlier in the year about this situation because the rumors were that they were going to get hired back and it was in the bag. You got three votes and they are coming back. Mr. Newlin assured me that that was not the case. He was going to wait and see how things went and watch out how the plowing went this winter and see if we really needed these extra people. I thought because things went very well that the answer is obvious. We don't need these 3 extra people in the town. So, if this goes through I am very disappointed and have to move it on from there. But it is not going to be the end of it.

Newlin: This is the most difficult decision that I have had to make in my 3_ months as Supervisor. Mr. Langlois is correct in recounting the conversation that we had between us and in my defense is that had this has been a slam dunk as he referred to it this could of happened much sooner. So it has not been a slam-dunk and I have looked into this as closely as I could. Mr. Langlois brings up a topic that I am concerned about---spending. Unfortunately, we are presented with 2 options. Either, one pursuing these grievance charges and we are going to be spending money to the tune of \$300,000 to \$500,000. On the other side, we take the men back and that will cost money also. To have these men come back and work for years with benefits is about \$200,000 (estimated). We have look at the fact that a third of the year has already passed which means \$134,000 is going to be spent hiring these men back. As Supervisor, I sign a lot of checks and frankly I am faced with a bottom line choice here of writing checks to the sum of \$250,000 to \$300,000. Mr. Langlois has said he would be willing to spend

\$500,000 to attorneys. If we spend \$250,000 to \$500,000, I ask what does it get at the end of the litigation. We are not assured a victory in those counts even if we pursue them and nothing gets done here in Lewiston. We have potholes, drainage issues and there is a lot of work that needs to be done. I am faced with the option of spending a lot of money in the courts or spending a lot of money here in the town where I can see that there is concrete benefits to it. In the Assoc. of Towns meetings there seems to be a grappling between Town Board members and the Highway Supt. as to who determines what is the reasonable amount of manpower is for that department. As I speak to other supervisors and counsel at the Association you must have a good reason to distrust the Highway Supt. You should probably follow his lead and least engage in a process to what a reasonable manpower designation is. I look forward to entering into that with Mr. Reiter and the Board members this fall. I have to take into account the fact that Mr. Reiter is the Highway Supt. who is duly elected by the people of this Town and they have demonstrated confidence in him. Both slates of candidates ran with Mr. Reiter. When he tells us that it is apparent to him that we are a little bit thin, I have to take that into consideration. There were times when we were thin in January. I also want to say the town looks forward to wrapping up a comprehensive labor agreement later this fall where we bind all labor contracts into one over action agreement. If we file on with these 10 charges, I believe it will take us well into that contract period. I would just as soon have these items disposed of and enter into what I think is going to be a tough and hard nosed bargaining agreement with the unions. I will be vigilant and conservative when I approach the upcoming negotiations. It is not an easy decision for me to come to, but I think when it comes to that basic decisions to spending the money on the streets in Lewiston to the tune of about \$130,000 or spending somewhere between a quarter of a million to maybe a half a million I cannot see how the Town and the taxpayers can spend that kind of money in the courts with not one pot hole filled, not one drainage problem taken care. Given those choice, I will have to take the lesser of those 2 evils and have that money spent here in the Town. I will vote to accept this settlement.

Johnson: I have never seen in the last 4 years the criticism that has created animosity among these Board members that makes me feel bad. I don't believe it. I think everybody's intention was to run for office to try and do something. I look at it since 1996 and I hear all of these comparisons with Grand Island, Tn. of Porter and the Town of Wheatfield is similar to our town and they have 20 people in their highway dept. They have the same problem where the Highway Supt. gets a phone call asking for help to do this or that. There are certain things that we need to address and abide by the law. We would be willing to spend money to litigate rather than sit down and negotiation and sit down with terms. This is ludicrous. If you take the mans' budget and actually you can cut it down to three guys and naturally you can tell him he has to plow the roads but you know I have sat for 3 weeks looking this thing over saying I want to do this and I want to stick with the Board if we can handle it. Then I look at Steve Reiter his getting complaints about drainage, the streets etc. We didn't put enough money in there to help this man do his job. The increases in the employment were in the Water Dept. We moved people to outside sewers where they now have 4 people and there is three less men in the highway. The only supervisor that has ever been criticized with an Article 78 is Mr. Reiter. Nobody criticized any other department head.

We need to get some direction with all us. We are not going to sit and fight all the time. He needs to be accountable for things that you guys asked for. I am tired of this. You got advice from an attorney that you hired. There was never an authorization to hire him (Sargent) from this Town Board. It was never brought up. So don't talk about what has been right and what has been wrong in this Town Board.

Johnson MOVED to authorize the Supervisor and the Union Negotiator to sign this agreement. Seconded by Ceretto.

Langlois: I can get just as mad and angry as Mr. Johnson and I hope that the scribe over here mentions how angry he was because I do tend to talk rather loud and it gets into the *Sentinel* that I shouted etc. I would like the same treatment for the other Town Board members. We need to all cooperate and I agree to that. Mr. Reiter has been you say, picked on. But have you looked at the reasons we have picked on him is there has been all sorts of items that he didn't do correctly. Anyone who sells salt 2 years in row and is told not to do it and we know it is against the law....

Newlin: You should direct your comments to the motion. Comment on the motion.

Langlois: I am answering Mr. Johnson saying why are we picking on poor Steve. We are picking on him because he hasn't done things legally or correctly in all cases. Other people if we find them doing similar things we would likely call them to task. Obviously the motion is all set. You guys cooked this up ahead of time, so go ahead and take the vote.

On the Motion, Ceretto, Johnson and Newlin Yes; Kilmer and Langlois No. Motion carried 3-2.

Motion by Johnson, Seconded by Ceretto to go into Executive Session. Carried 5-0.

Time: 11:20 p.m.

Executive Session:

Present: Newlin, Ceretto & Johnson; Attorneys Leone & Boniello, Town Justices Sheeran & Gee.

No action took place.

Adjournment at 11:40 p.m.

Respectfully submitted and transcribed by:

Carol J. Brandon
Town Clerk

