

Present: John A. Pfeffer, Supervisor
Charles E. Davis, III Councilman, Deputy Supervisor
William J. Heim, Councilman
Jean M. Bond, Councilwoman
Richard A. Bernstein, Councilman
Mary Kay Williams, Deputy Clerk

Others present: Town of Ashford Justice Carl Stiles, Town of Ashford Court Clerk Fran Engels

A regular meeting was called to order with the Pledge of Allegiance to the United State Flag at the Ashford Community Center at 7:31pm with John A. Pfeffer Town Supervisor presiding.

RESOLUTION 66-2020
APPROVAL OF AGENDA

On motion of Councilman Bernstein seconded by Councilman Heim the following resolution was

ADOPTED Ayes 5 Pfeffer, Heim, Bernstein, Bond, Davis
Nays 0

Resolved the Town Board of the Town of Ashford hereby approve the agenda as presented.

RESOLUTION 67-2020
APPROVAL FOR JUSTICE COURT TO SEEK JCAP (Justice Court Assistance Program) GRANT FOR THE PURCHASE OF SNEEZE GUARD FOR THE JUSTICE BENCH AND FOR SECURITY CAMERA SYSTEM

On motion of Councilman Davis seconded by Councilman Bernstein the following resolution was

ADOPTED Ayes 5 Pfeffer, Heim, Bernstein, Bond, Davis
Nays 0

Be it resolved that Justice Carl Stiles will submit a grant request for the purchase of one sneeze guard for the Justice Bench, and for a security camera system for the inside and perimeter of the Ashford Community Center Building. Stiles will obtain proposals for the security system as required by JCAP. The Board will determine at a later date whether this system will be CLOUD maintained.

Town Justice Carl Stiles addressed the Board citing a significant decrease in the number of cases coming before the court since 2017.

RESOLUTION 68-2020
APPROVAL TO REDUCE THE NUMBER OF TOWN JUSTICES FROM TWO TO ONE

On a motion of Councilman Bernstein, seconded by Councilwoman Bond the following resolution was

ADOPTED Ayes 5 Pfeffer, Heim, Bernstein, Bond, Davis
Nays 0

WHEREAS, the Town of Ashford has two Town Justices, both of whom were elected in November of 2016, to serve for a term of four years which term expires December 31, 2020, and
WHEREAS, there will be no Town Justices in office after the first of the year unless one is re-elected before the first of the year, and
WHEREAS, the criminal case load and civil case load being handled by the tow Town Justices is such that it would be prudent for the Town to reduce the number of Justices to a single Justice, adequately paid, and willing to receive the proper schooling and qualifications to be a Town Justice, and
WHEREAS, the Town of Ashford, pursuant to the provisions of Section 60-a(2) of the Town Law, which provides that "in the event the Town Board determines that it will be in the best interests of the Town, such Town Board may, by the adoption of a Resolution, subject to Permissive Referendum, reduce the number of ***Town Justices***".
NOW, therefore, the Town Board of the Town of Ashford having considered the need for two Town Justices and having determined that it is in the best interest of the Town to reduce the number of Justices to a single Town Justice, and
WHEREAS, Section 60-a(2) of the Town Law permits the Town Board to reduce the number of Town Justices to one, subject to a Permissive Referendum,
BE IT RESOLVED, that The Town Board hereby reduces the number of Town Justices to one, with the single Town Justice to be elected for a term of four years at the next biennial town election.

This Resolution is subject to a Permissive Referendum and pursuant to the provisions of Section 90 of the Town Law, within ten days after the adoption by the Town Board of this Resolution, the Town Clerk, in the same manner as provided for notice of a Special Election, shall post and publish a Notice which will set forth the date of the adoption of this Resolution, which Notice shall contain an abstract of such Resolution concisely stating the purpose and effect thereof. The Notice shall specify that such Resolution was adopted subject to Permissive Referendum.

RESOLUTION 69-2020
APPROVAL FOR INTER-MUNICIPAL COOPERATION AGGREMENT FOR WATER TESTING

THIS AGREEMENT is made by and between the West Valley Central School District ("District") and the Town of Ashford ("Town") (hereinafter referenced collectively as the "Parties"), both being, for the purposes of this Agreement, "municipal corporations" as defined by Article 5-G of the General Municipal Law.

WHEREAS, the Parties are both "municipal entit6ies" within the meaning of General Municipal Law Article 5-G; and

WHEREAS, the Parties desire to enter into an agreement whereby

the District provides water testing services for the Town; and

WHEREAS, the District employs personnel that are qualified to perform said testing; and

WHEREAS, the Town has a need for water testing services

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged by the Parties, it is mutually concenanted and agreed by and between the Parties hereto as follows:

- 1. **Term and Renewal.** This Agreement shall be in effect for water testing services beginning July 1, 2020 through June 30, 2021. However, either Party may terminate this Agreement and discontinue the joint provision of water testing services under this Agreement, upon providing written notice to the other Party. Such written notice shall be sent to the designated agent for each Party as set forth below. Renewal of this Agreement may be make on an annual basis.

Nothing herein shall affect the ultimate employment status of any District personnel which may provide water testing services to the Town in the event of the termination of this Agreement.

- 2. Authorized Agents.** The individual Parties designate the individuals identified below as their authorized agents for all communications pursuant to this Agreement. Written notices and the payment of any costs incurred pursuant to this Agreement shall be addressed as follows (or to such other agent/address as may hereafter be designated in writing by any Party):

Eric J. Lawton, Superintendent
West Valley Central School District
5359 School St
West Valley, NY 14171

John A. Pfeffer, Town Supervisor
Town of Ashford
9377 Route 240
West Valley, NY 14171

- 3. Loaning of Maintenance Staff.** The District will loan the services of a maintenance mechanic who is certified to perform water testing in New York State. The maintenance mechanic will test the water extracted from the water well, located on District property, for which the Town was granted an easement on September 26, 2017. The maintenance mechanic will be responsible for testing the well on a daily basis in accordance with New York State laws and Cattaraugus County Health Department regulations. The testing will be performed outside what is considered the normally scheduled workday of the maintenance mechanic.
- 4. Compensation for the Loaning of Maintenance Staff.** In consideration for the Districts loaning of staff, the Town of Ashford shall reimburse the District at a rate of forty dollars (\$40.00) per day plus the District's cost for New York State Employees Retirement at the current applicable rate, Social Security/Medicare taxes, at the rate of 7.65%, and Workers Compensation at the rate of 3.7% for the services rendered. The West Valley CSD will compensate the maintenance mechanic at a rate of forty dollars (\$40.00) per day through its established payroll process. This shall in no manner effect or change the employment status of the maintenance mechanic with the District.
- 5. Review, Supervision, and Accountability.** Water testing services performed by the District's maintenance mechanic will take direction from the Town of Ashford Supervisor, the West Valley Superintendent and Business Administrator as appropriate. Nothing in this Agreement, furthermore, shall be interpreted to deny or otherwise restrict the right of either of the Parties to promulgate policies pursuant to laws, rules, or regulations, whether or not such policies affect the method or manner by which water testing services are rendered. However, the discipline for any reason of any District personnel who may provide water testing services to the Town may be undertaken only by the District.
- 6. General Legal Compliance.** While otherwise performing under the terms of this Agreement, all of the Parties, and each of their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.
- 7. Liability and Dispute Provisions.** To the extent consistent with the law of the State of New York, neither Party shall have any claim against any other with respect to any potential liability that may arise in tort as the direct or indirect result of the provision of water testing services between the Parties, including but not limited to: potential liability arising from the need for travel between the Parties' facilities; or the use of the equipment, supplies, or devices of either Party on the premises of the other Party, whether or not the potential liability may be in whole or in part attributable to the negligent conduct of the Parties' personnel.
The Parties shall first attempt to resolve any dispute that may arise as a result of this Agreement by discussion, the Parties shall attempt to resolve the dispute by discussion between the presidents of each Party's board of directors. Both Parties shall be barred from taking any legal action prior to the fulfillment of these dispute resolution procedures.
- 8. Prohibition against Assignment.** No Party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest in this Agreement, to any other person or entity without the previous written consent of every other Party.
- 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by all parties. This Agreement may be signed in one or more counterparts, which together shall constitute a valid agreement.
- 10. Governing Law.** This Agreement is governed by the laws of the State of New York and to the extent required to enforce any provision herein, the Parties acknowledge and agree that the appropriate venue for any resort to judicial intervention shall be in the Supreme Court, Cattaraugus County.
- 11. Severability.** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.
- 12. Board Approval.** This Agreement is subject to the approval of the West Valley Central School Board of Education and the Town of Ashford Board and shall only become effective thereafter

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

West Valley Central School District

By: signature on file
Name: Eric J. Lawton
Title: Superintendent

**RESOLUTION 69-2020 APPROVAL FOR INTER MUNICIPAL
COOPERATION AGREEMENT FOR WATER TESTING**

On motion of Councilman Davis, seconded by
Councilwoman Bond the resolution was
ADOPTED Ayes 5 Pfeffer, Heim, Bernstein,
Bond, Davis

Nays 0

Town of Ashford

By: signature on file
Name: John A. Pfeffer
Title: Town Supervisor

A motion was made by Davis seconded by Bernstein and carried that the meeting be adjourned at 8:15pm.

(All aye)



Mary Kay Williams -----Deputy Town Clerk