

DECEMBER 8, 2010

The public hearing was called to order at 8:00 pm by Supervisor Michael Kasprzyk regarding the new local law 3-2010 on the licensing of Dogs. The state is no longer controlling the licensing of dogs so now all towns in New York State will have that responsibility. Fees will be set by resolution by the Town Board and at this time the fees will remain as they have been. There were no comments regarding this local law. The public hearing was closed at 8:03 pm.

The Regular Town Board meeting was called to order by Supervisor Kasprzyk at 8:03 pm at 47 Pearl St., Holland

Officials present were:

COUNCILMAN JAMES BRITT  
COUNCILMAN GEOFFREY HACK  
COUNCILWOMAN ROBERTA HERR  
COUNCILWOMAN KAREN KLINE

Other officials present were:

WATER COMMISSIONER JAMES ZBYTEK  
HIGHWAY SUPERINTENDENT PAT JOYCE  
TOWN ENGINEER DAVID PRATT  
ZONING ENFORCEMENT OFFICER MICHAEL SLUCE  
TOWN ATTORNEY RONALD BENNETT  
ASSESSOR MARK HERETH  
BOOKKEEPER JILL ZIENTEK  
DOG CONTROL OFFICER WILLIAM NEWELL

### **RESOLUTION #103**

Motion made by Councilman Hack and seconded by Councilwoman Kline, resolve the Town of Holland approve the minutes of the November board meeting. ALL AYES. CARRIED.

### **EAGLE SCOUT**

Jacob Herr finished his Eagle Scout project in regards to the cemetery.  
Needs a letter from the Town Board stating the work is done.

### **WATER RATES**

As of now the rates will remain as of 2010.

### **RESOLUTION #104**

Motion made by Councilwoman Kline and seconded by Councilwoman Herr, resolve the Town of Holland leave the water rates as is (2010 rates). ALL AYES. CARRIED.

### **CAR DAMAGE**

During the snowstorm the Town Wind Mill was blown onto a car in the parking lot.

### **RESOLUTION #105**

Motion made by Councilman Hack and seconded by Councilman Britt, resolve the Town of Holland pay the damage to the vehicle in the amount of \$468.28. ALL AYES. CARRIED.

### **RESOLUTION #106**

Motion made by Councilwoman Kline and seconded by Councilman Hack, resolve the Town of Holland appoint Councilman Britt as the liaison to Erie County Water Quality Committee. ALL AYES. CARRIED.

### **WEB SITE COMMITTEE**

Councilwoman Kline will head this committee to look into the Town's own web site.

**RESOLUTION #107**

Motion made by Councilwoman Kline and seconded by Councilman Britt, resolve the Town of Holland establish the Organizational Meeting for January 12, 2011 at 8:00 pm. ALL AYES. CARRIED.

**RESOLUTION #108**

Motion made by Councilman Hack and seconded by Councilwoman Kline, resolve the Town of Holland extend all appointments to January 12, 2011. ALL AYES. CARRIED.

**RESOLUTION #109**

Motion made by Councilwoman Herr and seconded by Councilman Britt, resolve the Town of Holland extend the Mobile Home Park Permit and all Junkyard permits to January 12, 2011. ALL AYES. CARRIED.

**BUDGET AMENDMENT**

**RESOLUTION #110**

Motion made by Councilwoman Kline and seconded by Councilman Britt, resolve the Town of Holland approve the following budget amendments:

WATER FUND

TO:	SW8340.4	Transmission	\$916.34
FROM:	SW8320.4	Power & Pumping	\$916.34
	RE: to cover purification expenses incurred		
	SW9040.8	Workers Compensation	\$44.68
	SW9030.8	Social Security	\$26.95
	SW8310.4	Administration	\$71.63

ALL AYES. CARRIED.

**INTRAFUND LOAD**

**RESOLUTION #111**

Motion made by Councilman Hack and seconded by Councilwoman Kline, resolve the Town of Holland approve the following:

GENERAL FUND

A201	Savings	\$18,131.33
A391	Due from other funds	\$18,131.33

WATER FUND

SW630	Due to other funds	\$18,131.33
SW201	Savings	\$18,131.33

RE: To pay back general for water fund grant.

ALL AYES. CARRIED.

**ASSOCIATION OF TOWNS**

**RESOLUTION #112**

Motion made by Councilwoman Kline and seconded by Councilwoman Herr, resolve the Town of Holland appoint Supervisor Michael Kasprzyk as the delegate to the Association of Towns meeting in N.Y.C. ALL AYES. CARRIED.

**ELECTION DISTRICTS**

The election inspectors would like the Board of Elections to change district boundaries. District #1 is so large and they feel that part of district #1 should be added to district #3 and leave district #2 as is.

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**RESOLUTION #113**

Motion made by Councilman Hack and seconded by Councilwoman Kline, resolve the Town of Holland ask the County Board of Elections to review the Towns 2010 Census and Registration roll to realign the election districts. ALL AYES. CARRIED.

**POST-RETIREMENT EMPLOYMENT**

**AGREEMENT FOR POST-RETIREMENT EMPLOYMENT**

AGREEMENT made this 8<sup>th</sup> day of December, 2010, by and between

TOWN OF HOLLAND  
47 Pearl Street  
Holland, New York 14080

hereinafter referred to as the "Town", and

GERALD BARRON  
9566 South Protection Road  
Holland, New York 14080

hereinafter referred to as the "Employee".

WHEREAS, the Town is desirous of employing Barron on a part-time basis, and such employment arrangement is acceptable to Barron,

NOW, THEREFORE, the parties agree as follows:

1. WATER DEPARTMENT: Barron will cover the day-to-day operations in the Water Department as a regular part-time employee for thirty (30) hours per week.
2. AVAILABILITY: The parties acknowledge that the operation and oversight of the Water Department of the Town is necessary to provide services to the Town. Acknowledging the necessity of maintenance, the Employee shall be available on designated days and for emergencies as required by the Town. Failure to comply with such operation and oversight shall result in a verbal advisement of the violation for the first incident, a written advisement on the second incident, and termination of the Employee for a third incident.
3. TRAINING PURPOSES: Hours for training purposes shall be required by the Employee upon the request of the Highway Superintendent or Water Department.
4. HOURS AND RATE OF PAY: As a regular part-time employee, employment shall be at thirty (30) hours per week at an annual salary of \$30,000.00 paid weekly. New York State Retirement and Social Security Law Section 212 establishes restrictions in regard to the employment of retired persons. In the event that the maximum allowable amount paid by law shall be

increased from the present \$30,000.00 per year, said salary may be increased by the amount allowed. Verification of time worked shall be submitted by written time sheets to the Town Highway Superintendent. When it is necessary to work more than 30 hours a week, compensatory time off will be granted and can be carried forward without limit.

5. HEALTH INSURANCE: Two-person plan health insurance shall be provided by the Town to the Employee as part of the provisions for post-retirement employment. The Employee shall receive healthcare coverage to the extent that such coverage is provided to regular highway full-time employees. The providing of such healthcare coverage is not an incentive to the early retirement incentive of the State. A minimum HSC contribution from the Employer to be \$2,500.00 as currently in effect shall remain in effect throughout the term of this Agreement.
6. TERM: Employment will terminate on December 31, 2016, or sooner if mutual agreed upon. Upon the termination of employment, all benefits of health insurance shall cease. The Employee shall be entitled to eighteen (18) months of COBRA insurance coverage at his own expense following such termination.
7. BENEFITS: Effective January 1, 2011, the Employee will be credited with three (3) personal days, all holidays in effect for regular full employees and four (4) weeks vacation. Vacation days, personal days and sick days can be used on a six hour/day basis. Earned sick time prior to January 1, 2011 may be used prior to the termination of employment.
8. AMENDMENTS AND MODIFICATIONS: No modifications, amendments or changes in this Agreement shall be valid unless in writing and approved by both parties.
9. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. All prior agreements are terminated. The terms of this agreement are in effect through December 31, 2016.
10. SEVERABILITY: If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable if possible, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOWN OF HOLLAND

By \_\_\_\_\_

Michael Kasprzyk, Supervisor

\_\_\_\_\_  
GERALD BARRON, Employee

**AGREEMENT FOR POST-RETIREMENT EMPLOYMENT**

AGREEMENT made this 8<sup>th</sup> day of December, 2010, by and between

TOWN OF HOLLAND  
47 Pearl Street  
Holland, New York 14080

hereinafter referred to as the "Town", and

PHILIP ROTH  
254 Vermont Street  
Holland, New York 14080

hereinafter referred to as the "Employee".

WHEREAS, Roth has accepted a special retirement incentive program offered by the State of New York for voluntary retirement in his position as an employee of the Town, and

WHEREAS, the Town is desirous of employing Roth on a part-time basis, and such employment arrangement is acceptable to Roth,

NOW, THEREFORE, the parties agree as follows:

1. **HIGHWAY DEPARTMENT:** Roth will remain available for part-time employment with the Highway Department. The part-time employment including the tasks and duties at the sole discretion of the Highway Superintendent. The compensation for such part-time employment shall not exceed \$30,000 for each calendar year.
2. **AVAILABILITY:** The parties acknowledge that the work of the Highway Department of the Town is necessary to provide services to the Town. Acknowledging such necessity, the Employee shall be available on designated days and for emergencies as required by the Town. Failure to comply with such duties shall result in a verbal advisement of the violation for the first incident, a written advisement on the second incident, and termination of the Employee for a third incident.
3. **HOURS AND RATE OF PAY:** All hours worked shall be paid at the rate of \$14.42 per hour. Verification of time worked shall be submitted by written time sheets to the Town Highway Superintendent.

4. HEALTH INSURANCE: Two-person plan health insurance shall be provided by the Town to the Employee as part of the provisions for post-retirement employment. The Employee shall receive healthcare coverage to the extent that such coverage is provided to regular highway full-time employees. The providing of such healthcare coverage is not an incentive to the early retirement incentive of the State.

5. TERM: Employment will terminate either upon the Employee attaining the age of sixty-five (65) years of age and/or December 31, 2012, or sooner as mutually agreed upon. Upon termination of the employment, the Employee shall be entitled to eighteen (18) months of COBRA insurance coverage at his own expense.

6. SICK TIME: Unused sick time accrued by the Employee as of December 31, 2010 shall be paid at the option of the Employee at a \$40.00 per day rate. The Employee shall exercise his option either to be paid in full as of December 31, 2010 or retain unused sick time for future use.

7. BENEFITS: Effective January 1, 2011, the Employee will no longer be credited with any sick time, personal days, holidays or vacation. Earned sick time prior to January 1, 2011 may be used prior to the termination of employment.

8. AMENDMENTS AND MODIFICATIONS: No modifications, amendments or changes in this Agreement shall be valid unless in writing and approved by both parties.

9. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties.

10. SEVERABILITY: If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable if possible, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOWN OF HOLLAND

By \_\_\_\_\_

Michael Kasprzyk, Supervisor

\_\_\_\_\_  
PHILIP ROTH, Employee

**AGREEMENT FOR POST-RETIREMENT EMPLOYMENT**

AGREEMENT made this 8<sup>th</sup> day of December, 2010, by and between

TOWN OF HOLLAND  
47 Pearl Street  
Holland, New York 14080

hereinafter referred to as the "Town", and

JAMES ZBYTEK  
10349 Savage Road  
Holland, New York 14080

hereinafter referred to as the "Employee".

WHEREAS, Zbytek has accepted a special retirement incentive program offered by the State of New York for voluntary retirement in his position as an employee of the Town, and

WHEREAS, the Town is desirous of employing Zbytek on a part-time basis, and such employment arrangement is acceptable to Zbytek,

NOW, THEREFORE, the parties agree as follows:

1. PUMP HOUSE OPERATOR: Zbytek will cover all normal weekend duties of the pump house operator. The hours will be four (4) hours per weekend day with a maximum of eight (8) hours for each weekend.
2. AVAILABILITY: The parties acknowledge that the maintenance of the Water Department of the Town is necessary to provide services to the Town. Acknowledging the necessity of maintenance, the Employee shall be available on designated days and for emergencies as required by the Town. Failure to comply with such maintenance shall result in a verbal advisement of the violation for the first incident, a written advisement on the second incident, and termination of the Employee for a third incident.
3. TRAINING PURPOSES: Additional hours for training purposes shall be required by the Employee upon the request of the Highway Superintendent or Water Department.
4. RATE OF PAY: All hours worked shall be paid at the rate of \$20.00 per hour. Verification of time worked shall be submitted by written time sheets to the Town Highway Superintendent.
5. HEALTH INSURANCE: Single plan health insurance shall be provided by the Town to the Employee as part of the provisions for post-retirement employment. The Employee shall receive healthcare coverage to the extent that such coverage is provided to regular highway full-time employees. The providing of such healthcare coverage is not an incentive to the early retirement incentive of the State.

6. TERM: Employment will terminate either upon the Employee attaining the age of sixty-five (65) years of age as of May 29, 2013, or sooner at the option of either party with sixty (60) days notice. Upon termination of the employment, the Employee shall be entitled to eighteen (18) months of COBRA insurance coverage at his own expense.

7. SICK TIME: Unused sick time accrued by the Employee as of December 31, 2010 shall be paid to the Employee at a \$40.00 per day rate. The Employee shall exercise his option either to be paid in full as of December 31, 2010 or retain unused sick time for future use.

8. BENEFITS: Effective January 1, 2011, the Employee will no longer be credited with any sick time, personal days, holidays or vacation. Earned sick time prior to January 1, 2011 may be used prior to the termination of employment.

9. AMENDMENTS AND MODIFICATIONS: No modifications, amendments or changes in this Agreement shall be valid unless in writing and approved by both parties.

10. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties.

11. SEVERABILITY: If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable if possible, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOWN OF HOLLAND

By \_\_\_\_\_

Michael Kasprzyk, Supervisor

\_\_\_\_\_  
JAMES ZBYTEK, Employee

### RESOLUTION #114

Motion made by Councilman Britt and seconded by Councilwoman Kline, resolve the Town of Holland approve the Supervisor to sign the post-retirement employment contracts with James Zbytek, Philip Roth and Gerald Barron. ALL AYES. CARRIED.

### COMMITTEE REPORTS

Buildings – Councilman Britt: TGVA did an energy audit on the Town Hall. The so-called green improvements would not be cost effective, wouldn't pay for itself for a long time. Decided to implement these things on a smaller scale. First to replace the diffusers on the lights in the boardroom and possible windows and doors.



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Town Park & Community Center – Councilman Hack: people have called and would like to have the ice rink up and running again. Will get a rough cost of tarps.

Beautification – Councilwoman Herr: still getting info on the entrance signs. Checking different types of material and design. Two trees will be put up in the parking lot with Christmas Lights.

ZONING ENFORCEMENT OFFICER’S REPORT – Michael Sluce: report given

BUILDING INSPECTOR’S REPORT – Scott Hess: report given

WATER COMMISSIONER’S REPORT – James Zbytek: report given

HIGHWAY SUPERINTENDENT’S REPORT - Pat Joyce: report given

DOG CONTROL OFFICER’S REPORT – William Newell: report given

**NEW BUSINESS**

Donald Cavaretta has requested a Special Use Permit for a dog kennel. Has had his dogs since 1984 and has a purebred license. There has been a complaint against his dogs barking.

**RESOLUTION #115**

Motion made by Councilwoman Kline and Seconded by Councilwoman Herr, resolve the Town of Holland refer Don Cavaretta to the Planning Board for their recommendations on the special use permit for the dog kennel. ALL AYES. CARRIED.

**LOCAL LAW 3-2010**

**RESOLUTION #116**

Motion made by Councilman Britt and seconded by Councilwoman Kline, resolve the Town of Holland adopt Local Law 3-2010 regarding the Licensing of Dogs.

Roll Call Vote:

COUNCILMAN HACK	AYE	
COUNCILWOMAN HERR	AYE	
COUNCILWOMAN KLINE	AYE	
COUNCILMAN BRITT	AYE	
SUPERVISOR KASPRZYK	AYE	ALL AYES. CARRIED.

COMMENTS FROM THE PUBLIC: Scout Troop 507 thanked the board for letting them attend the meeting.

**RESOLUTION #117**

Motion made by Councilman Hack and seconded by Councilwoman Herr, resolve the Town of Holland pay the following vouchers:

General District Claims as set Forth in Abstract A-12	#503-544	in the amount of \$31,986.38
Highway District Claims as set Forth in Abstract DA-12	#145-167	in the amount of \$117,400.61
Water District Claims as set Forth in Abstract SW-12	#91-96	in the amount of \$7,536.56
Light District Claims as set Forth in Abstract SL-12	#12	in the amount of \$1,985.92

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Garbage District Claims as set Forth in Abstract SR-12	#25	in the amount of \$20,416.64
Trust & Agency Claims as set Forth in Abstract TA-12	#27-30	in the amount of \$7,352.83
Cemetery District Claims as set Forth in Abstract CM-12	#25	in the amount of \$300.00

ALL AYES. CARRIED.

**RESOLUTION #118**

Motion made by Supervisor Kasprzyk to adjourn the meeting at 8:50 pm in memory of:

Martha Dorchak  
Rodger Joyce  
Jim Jackson  
Edie Moltrup  
David Pratt  
Gerald Hiller  
Carol Gould

RESPECTFULLY SUBMITTED:

SANDRA SMITH  
TOWN CLERK