

**TOWN OF HOLLAND  
TOWN BOARD MINUTES  
December 8, 2021**

**REGULAR TOWN BOARD MEETING-** Holland Supervisor Michael Kasprzyk called the Regular Town Board Meeting to order at 8:00 p.m., open to the public at the Holland Town Hall, 47 Pearl St., Holland, NY 14080. Roll Call followed.

Town Board Members Present:

Councilman Bill Kolacki  
Councilman Geoff Hack  
Supervisor Michael Kasprzyk

Other Officials Present:

Town Clerk Jill Dix  
Attorney Ronald Bennett  
Highway Superintendent Jason Simmons  
Town Engineer Dave Pratt  
Bookkeeper Peg Koss  
Zoning Officer Mike Sluce  
Building Inspector Justin Quant

**APPROVAL OF TOWN BOARD MEETING MINUTES**

**RESOLUTION # 112-2021**

Motion made by Councilman Kolacki and seconded by Councilman Hack to approve the November 2021 Town Board Minutes.

3 AYE/ 0 NAY/ 0 ABSTAIN

MOTION CARRIED.

**SUPERVISOR'S REPORT**

A. Organizational Meeting for January 2022

**RESOLUTION #113-2021**

Motion made by Councilman Hack and seconded by Councilman Kolacki to set the Annual Organizational Meeting for January 12, 2022 at 7:00pm

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

B. Extend all appointments until January 12, 2022

**RESOLUTION #114-2021**

Motion made by Councilman Hack and seconded by Councilman Kolacki to extend all appointments until January 12, 2022.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

C. Extend all mobile home licenses and junkyard licenses

**RESOLUTION # 115-2021**

Motion made by Councilman Kolacki and seconded by Councilman Hack to extend all mobile home licenses and junk yard licenses until January 12, 2022.

3YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

D. Regular Town Board Meeting time change

**RESOLUTION #116-2021**

Motion made by Councilman Hack and seconded by Councilman Kolacki to change the Regular Town Board meetings start time to 7:00pm permanently.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

E. Rural Transit Van Service is still looking for volunteer drivers.

F. "Welcome to Holland" landowner agreements

**RESOLUTION #117-2021**

Motion made by Councilman Hack and seconded by Councilman Kolacki to approve and authorize Supervisor Kasprzyk to sign landowner agreement to install "Welcome to Holland" signs on Route 16.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

G. Intermunicipal Highway Shared Services Agreement

**RESOLUTION #118-2021**

Motion made by Supervisor Kasprzyk, seconded by Councilman Hack, resolve to approve and enter into the Intermunicipal Highway Shared Services Agreement.

**RESOLUTION TO APPROVE AGREEMENT FOR  
HIGHWAY SHARING SERVICES**

WHEREAS, the Town of Holland has participated in the annual Highway Shared Services Agreement, and

WHEREAS, a Highway Shared Services Agreement has been proposed which would be binding without the necessity of annual approval, and

WHEREAS, such Agreement does provide each municipality to revoke its participation in the Agreement therefore providing a termination of the Agreement,

NOW, THEREFORE, be it

RESOLVED, the Town of Holland Town Board does hereby agree to enter into the Intermunicipal Agreement set forth in the Highway Shared Service Agreement attached hereto as Exhibit A, and be it further

RESOLVED, that the Supervisor is authorized to enter into the Agreement on behalf of the Town, and be it further

RESOLVED, the Town Clerk is directed to provide a certified copy of the Agreement to the Erie County Association of Highway Superintendents.

Duly adopted this 8th day of December 2021.

**Exhibit A**

**HIGHWAY SHARED SERVICES AGREEMENT**

1. For purposes of this contract, the following terms shall be defined as follows: "Agreement" shall mean the text of this agreement.

"Designated Filing Agent" shall mean the clerk of said municipality.

"Municipality" shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein and has filed a copy of said contract with their respective municipal clerk.

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

1. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators.
2. The providing of a specific service
3. The maintenance of machinery or equipment.

"Superintendent" shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.

2. Each Municipality which has caused this Agreement to be executed agrees to bind itself to the terms of this Agreement and it will consider this contract to be applicable to any municipality who is also a party to this Agreement.
3. Every Municipality that is a party to this Agreement agrees to rent or exchange or borrow from any other Municipality who is a party to this Agreement any and all materials, machinery, and equipment, with or without operators, which it may need for legitimate municipal purposes. The determination as to whether such machinery, with or without operators, is needed by the Municipality for legitimate municipal purposes, shall be made by the Superintendent requesting such items. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.
4. The Municipality agrees to rent, exchange, or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or material is available for renting, exchanging, or lending shall be made by the Superintendent who would be providing such items. In the event the Superintendent determines that it will be in the best interests of the Municipality to lend to another municipality, the Superintendent is hereby authorized to lend to another Municipality that is a party to this Agreement. The value of the material or supplies loaned to another Municipality under this agreement may be returned to the Municipality, providing such items in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.
5. The Municipality agrees to repair or maintain machinery or equipment for any other Municipality under terms that may be agreed upon by the Superintendents of each Municipality.

6. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
7. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Municipality owning the machinery and equipment.
8. The "lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
9. Each Municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.
10. In the event machinery or equipment is being operated by an employee of the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting Municipality, such Municipality shall be responsible for such repairs.
11. Any Municipality which is party to this Agreement may revoke such Agreement by filing a notice of such revocation with all other Municipalities that are a party to this Agreement. Upon the revocation of such Agreement, any outstanding obligations shall be submitted within thirty (30) days of such revocation.
12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Municipal budget for highway purposes.
13. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.
14. This Agreement shall remain in effect until terminated by each participating Municipality. If a participating Municipality revokes its participation in this Agreement, the Agreement shall remain effective between all other participating Municipalities.
15. No shared services shall be conducted by the Superintendent except with the Superintendent of a Municipality that has entered into this Agreement.

16. Additional Municipalities may enter into this Agreement after its effective date by signing the attached addendum. Once an additional Municipality signs the attached addendum, this Agreement shall be effective among and between all Municipalities who are a party to the Agreement once the addendum is delivered to the Designated Filing Agent for all other Municipalities.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

H. ErieNet letter of support request from Erie County.

**RESOLUTION #119-2021**

Motion made by Councilman Hack and seconded by Supervisor Kasprzyk to communicate with Erie County regarding ErieNet.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

I. Resignation- Dan Lotito- Zoning Board of Appeals-

**RESOLUTION #120-2021**

Motion made by Councilman Kolacki and seconded by Councilman Hack to accept the resignation of Dan Lotito from the Zoning Board of Appeals. Supervisor Kasprzyk thanked Dan for his service.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

**RESOLUTION #121-2021**

J. Appointment- Richard Mason- Zoning Board of Appeals

Motion made by Councilman Kolacki and seconded by Councilman Hack to appoint Richard Mason to the Zoning Board of Appeals.

3 YEA / 0 NO / 0 ABSTAIN

MOTION CARRIED

K. Budget Amendments

**RESOLUTION #122-2021**

Motion made by Councilman Hack and seconded by Councilman Kolacki to approve the following budget amendments.

**GENERAL FUND**

From: A599	Unexpended Fund Balance	\$11,648.12
To: A5132.21	Garage- Salt Storage Building	\$4,785.00
A8020.4	Planning- Contractual- recoding	\$3,705.00
A8810.4	Cemetery- Contractual	\$1,477.07
A1620.1	Buildings Personal Service	\$413.96
A1620.11	Buildings- Com Center Personal Service	\$119.59
A8510.1	Beautification- Personal Service	\$1,147.50

**HIGHWAY FUND**

From: DA599	Unexpended Fund Balance	\$73,145.00
To: DA5130.4	Machinery- Contractual	\$73,145.00
	Backhoe replacement	

**WATER FUND**

From: SW8310.23	Water Administration- Special Projects	\$2,911.47
To: SW8330.4	Water- Purification	\$721.47

SW9740.7	Debt Service- Interest	\$2,190.00
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**CEMETERY FUND**

From: CM599	Unexpended Fund Balance	\$10,336.48
To: CM8810.2	Capital Projects- Equipment Cemetery mower replacement	\$10,336.48

3 AYE/ 0 NAY/ 0 ABSTAIN

MOTION CARRIED

**COMMITTEE REPORTS****Cemetery-** Surveillance cameras are being installed at the cemetery**Town Park and Community Center-** Community Center basement is being repainted and installing damage resistant wall coverings**Beautification-** investigating the possibility of adding electrical outlets on the streetlight poles for holiday decorations.**COMMUNICATIONS**

A. Planning Board minutes

**BUILDING/ZONING OFFICER** –Justin Quant. Report submitted.**ZONING ENFORCEMENT OFFICER** – Michael Sluce. Report submitted.**DOG CONTROL OFFICER** – William Newell. Report submitted.**GRANT WRITER** – Jill Zientek**HIGHWAY SUPERINTENDENT AND FACILITIES-** Jason Simmons. Report Submitted.

A. New speed limit signs for Wagner Road and Wilkens Road will be installed as soon as they become available.

**NEW BUSINESS**

A. No new business

**OLD BUSINESS-**A. **Special Use Permit- 7286 Olean Rd-** Bee Spit Meadery LLC**RESOLUTION #123-2021**

Councilman Kolacki motioned to approve the Special Use Permit for 7286 Olean Rd-Bee Spit Meadery LLC with the following special conditions. Councilman Hack seconded the motion.

- All Department of Health, Federal and State requirements are met.

3 AYE/ 0 NAY/ 0 ABSTAIN

MOTION CARRIED

**TOWN ATTORNEY** – Ronald Bennett**TOWN CLERK** – Jill M. Zientek**PAYMENT OF VOUCHERS** - The following vouchers were presented for payment:

General District Claims	<b><u>Abstract 12</u></b> in the amount of \$18,738.33
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**Whereas,** Michael C. Kasprzyk has been a devoted member of St. Joseph's Roman Catholic Church his entire life

**Whereas,** Michael C. Kasprzyk has served in the Holland Kiwanis for many years, where he also served as President numerous years

**Whereas,** Michael C. Kasprzyk has enjoyed traveling, creating many woodworking projects, hunting and fishing for many years and enjoys his membership with the Holland Rod and Gun club

**Whereas,** Michael C. Kasprzyk continually strives to improve The Town of Holland through strong leadership, participation in state, county and professional organizations

**Whereas,** it is most appropriate that we recognize the accomplishments of Michael C. Kasprzyk,

**Now, Therefore, be it Resolved that We,** the Holland Town Board, do recognize and gratefully thank Michael C. Kasprzyk for his lifetime of contributions to his family and the people of the Town of Holland and further extend appreciation for his exemplary dedication.

Dated this 8<sup>th</sup> Day of December 2021

Holland Town Board

Supervisor Kasprzyk was also presented with a Proclamation from Senator Gallivan's office and previously received a Proclamation from NYS Assemblyman David DiPietro.

Supervisor Kasprzyk read a message from retiring Councilwoman Roberta Herr and thanked her for her 16 years of service. A plaque was made as a retirement gift for Councilwoman Herr.

**ADJOURNMENT** –Supervisor Kasprzyk adjourned the Regular Town Board Meeting at 8:34 p.m. in honor of Corey Cochran, Linda Smith, Robin Moore, Don Ulrich and Reverend David Kubiak.

**RESPECTFULLY SUBMITTED,**

Jill Dix  
Holland Town Clerk