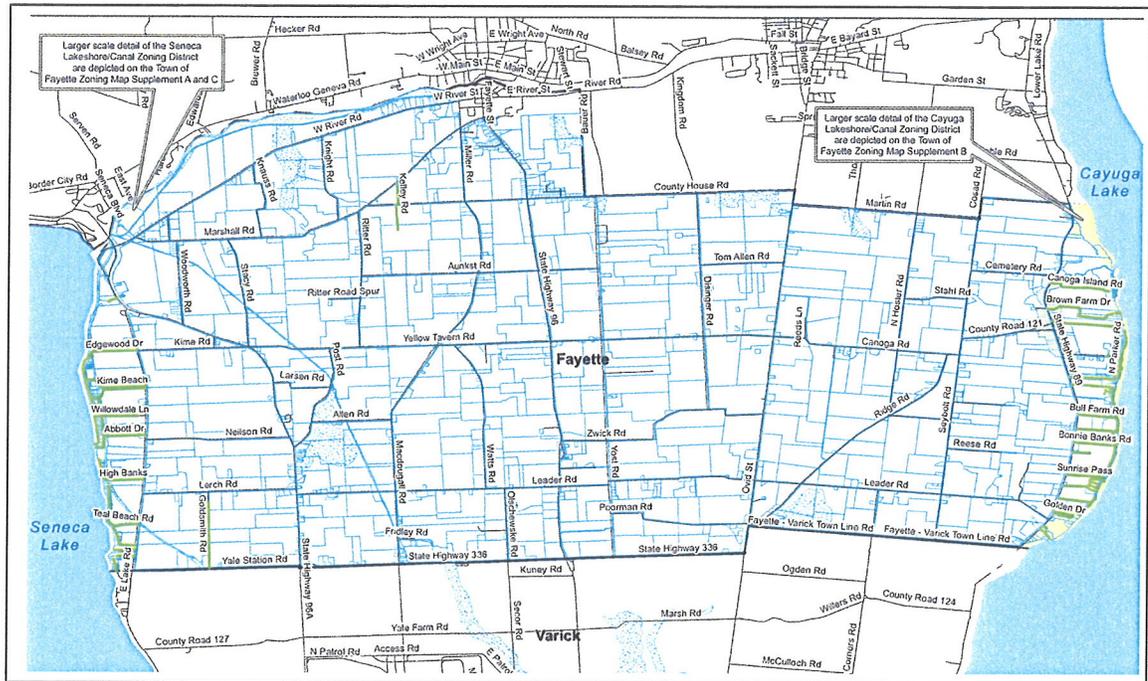


# SENECA COUNTY CENTRALIZED ZONING ADMINISTRATION & ENFORCEMENT FEASIBILITY STUDY



## FINAL REPORT

### DECEMBER 2011

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**SENECA COUNTY  
CENTRALIZED ZONING  
ADMINISTRATION AND ENFORCEMENT  
FEASIBILITY STUDY**

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## OVERVIEW AND BACKGROUND

In 2008, the Fayette Town Board enacted new land use and subdivision regulations to conform to the Town's Comprehensive Plan which was adopted in 2006. Although at the time, the Town of Fayette had land use and subdivision regulations in place, the earlier regulations were not in accord with the Town's newly adopted Comprehensive Plan. Furthermore, the older regulations, which were rudimentary, did not address a broad range of land-use issues and concerns that had been identified during the comprehensive planning process. This precipitated the preparation of the new, more comprehensive and detailed land use regulations.

Shortly after the adoption of Fayette's new land use regulations, the Town's Zoning Officer position became vacant. The vacancy left the Town in a lurch with newly adopted and more detailed land use regulations to enforce, but with no Zoning Officer to enforce them. Rather than recruiting and hiring a new part-time Zoning Officer at the time, the Town of Fayette decided to explore other options for zoning enforcement, including collaborative approaches with other municipalities as well as countywide centralized zoning enforcement. Since the responsibility for the enforcement of the NYS Uniform Fire Prevention and Building Code (hereinafter referred to as the NYS Building Code or simply Building Code) has been centralized at the County level in Seneca County for many years, it seemed prudent to examine the potential for centralized zoning enforcement as well. As a result, the Town of Fayette, working with Seneca County and some other municipalities, applied for and was awarded a Local Government Efficiency (LGE) grant to fund this feasibility study.

During the interim, the Town of Fayette made an arrangement with the Seneca County Department of Planning and Development to provide zoning enforcement in Fayette on behalf of the Town, pending the outcome of the feasibility study. Although other Seneca County municipalities with adopted land use regulations were invited to participate in the study, only the Towns of Seneca Falls, Romulus and Covert agreed to do so. Later, after the LGE grant was awarded, the Towns of Lodi and Ovid expressed interest in participating and the Town of Covert opted out. More recently, the Town of Ovid decided to not participate. Although the Towns of Romulus and Lodi continued to express an interest in participating, neither has sent a representative to meetings of the Steering Committee responsible for overseeing the study nor have they provided information requested for the study. Therefore, the status of these two municipalities is unknown at this time.

Seneca County represents a patchwork with regard to land use regulations. The Towns of Junius and Lodi and the Villages of Intelaken, Lodi and Ovid have no land use regulations. The Towns of Covert and Ovid have what are termed "Land Management Ordinances" which essentially do little more than establish minimum lot sizes. The remainder of the Towns and Villages have adopted land use regulations.

Historically, within Seneca County, municipalities with land use regulations have employed part-time zoning officers independently of each other. Efforts to collaborate on zoning enforcement have been nonexistent. This is not to suggest that the current arrangements have been entirely satisfactory. Most of the zoning officers within the County work on a part-time basis, and the zoning enforcement work is performed as moonlighting work. Most officers are available only during limited hours or at limited times when not working their full-time jobs, which can be an inconvenience to residents. It is not uncommon for the Town or Village Clerks to perform zoning permit application intake, as their office hours are usually more convenient for the public.

Unlike in most of New York State, the enforcement of the NYS Building Code in Seneca County has been centralized and assumed by the County government. Originally, the Seneca County Health Department enforced the Building Code. More recently, the enforcement responsibilities were transferred to the Seneca County Department of Planning and Development. Stringent State-mandated educational and certification requirements must be met before a candidate may be appointed to a position of Building Inspector or Code Enforcement Officer, titles frequently used interchangeably to denote the official responsible for the enforcement of the NYS Building Code. It is not easy for small, rural municipalities to recruit and retain persons with the necessary qualifications due to the often very limited amount of work and earnings such municipalities can offer, especially in view of the extensive training required. This circumstance made it much more desirable for municipalities in Seneca County to let the County assume the responsibility.

No certification, educational standards, knowledge level or training has been mandated or established by New York State for Zoning Enforcement Officers (a/k/a Zoning Officers). Educational standards and minimum qualifications are established by each individual County Civil Service Commission. Generally, the qualifications required for the Zoning Officer position are less stringent than the qualifications required for the Building Inspector position.

## **ZONING WORKLOAD ANALYSIS**

One of the first steps undertaken in this study was an attempt to measure the existing zoning enforcement workload of the participating municipalities and to project future workload. This entailed examining the following four (4) major work tasks that are involved in zoning enforcement.

1. Issuing zoning permits and making site inspections to ensure permit holders have complied with permit and zoning regulations.
2. Responding to and investigating complaints of perceived or actual zoning violations filed by residents.
3. Detecting zoning violations through reconnaissance efforts and observation.
4. Enforcing compliance to the zoning regulations when violations are detected.

As each of the foregoing work activities are affected by multiple variables, accurately projecting future workloads with any precision is at best very difficult and at worst not entirely possible. Further compounding the difficulty are two relatively recent developments that have affected the zoning workloads for both the Towns of Fayette and Seneca Falls.

The first development, previously mentioned, was the Fayette town board's adoption of comprehensive and detailed zoning regulations in 2008. The Town of Fayette contracted to have the Seneca County Department of Planning and Development enforce Fayette's new land use regulations on an interim basis until this centralized zoning feasibility study could be completed. Originally, the proposal called for the County Building Inspectors to enforce Fayette's zoning regulations. Although the County Building Inspectors initially agreed to enforce Fayette's zoning regulations, at the last minute they withdrew their offer and took the position that the

enforcement of Fayette's land use regulations fell outside the work duties of their Civil Service job title. Rather than leave the Town of Fayette in the lurch with no Zoning Officer, the Director of the County Department of Planning and Development stepped in and offered to fill the role until this centralized feasibility study could be concluded. The Director, who sits on the Steering Committee overseeing the preparation of this study, has indicated to the Steering Committee that he viewed his role as an interim caretaker and accordingly has not actively or aggressively searched for zoning violations. He is of the opinion that it is not appropriate for an interim caretaker to actively pursue violations. He has, however, responded to complaints. Therefore, a true and complete understanding of the full zoning enforcement workload in the town of Fayette is not known.

The second development was the decision of the residents of the Village of Seneca Falls to dissolve their Village. As a result, the Town of Seneca Falls has assumed the responsibility of enforcing the Village's zoning regulations. This occurred in accord with the dissolution plan developed by the Village Board. The dissolution plan calls for the continued enforcement of all of the Village's codes, laws and ordinances, including its zoning and property maintenance regulations, for a period of at least two years following dissolution, which will officially occur on December 31, 2011. The dissolution plan also calls for efforts to be made to either "*create a unified zoning code*" or "*consider special legislation creating a unique zoning district comprised of the former Village.*" The Town and Village are currently working to create a unified zoning code, which is anticipated to take a couple of years to complete. As a result of assuming the responsibility of enforcing the Village's zoning and property maintenance regulations, the Seneca Falls Town Board increased the scheduled work time of its Zoning Officer to 30 hours per week. During the initial transition, the Town's Zoning Officer has found it necessary to actually work more than 30 hours per week. This is discussed in greater detail later in this report.

### **Level of Development Activity**

A positive correlation exists between the level of development occurring in a community and the number of applications for zoning permits that are filed. Development may be in the form of commercial development, residential development or both. Economic growth and population growth both drive commercial growth. Residential development is driven by population growth (or migration) and population growth can occur as a result of economic development which can and does attract new residents seeking employment. Therefore, it is appropriate to examine population trends and projections to gauge population growth in Seneca County as well as examine economic development trends.

### **Population Trends and Projections**

Population trend information and projections were obtained from 2003 publication entitled *Regional Population Forecast* prepared by the Genesee Finger Lakes Regional Planning Council (GFLRPC). GFLRPC used population enumerations from the 1960 through 2000 decennial US Census to document past trends. Population projections were made using a methodology developed by the Capital District Regional Planning Commission that was reviewed and accepted by the various regional planning agencies within New York State. The *Regional Population Forecast* contains population projections for 2010, 2020, 2030 and 2040. A

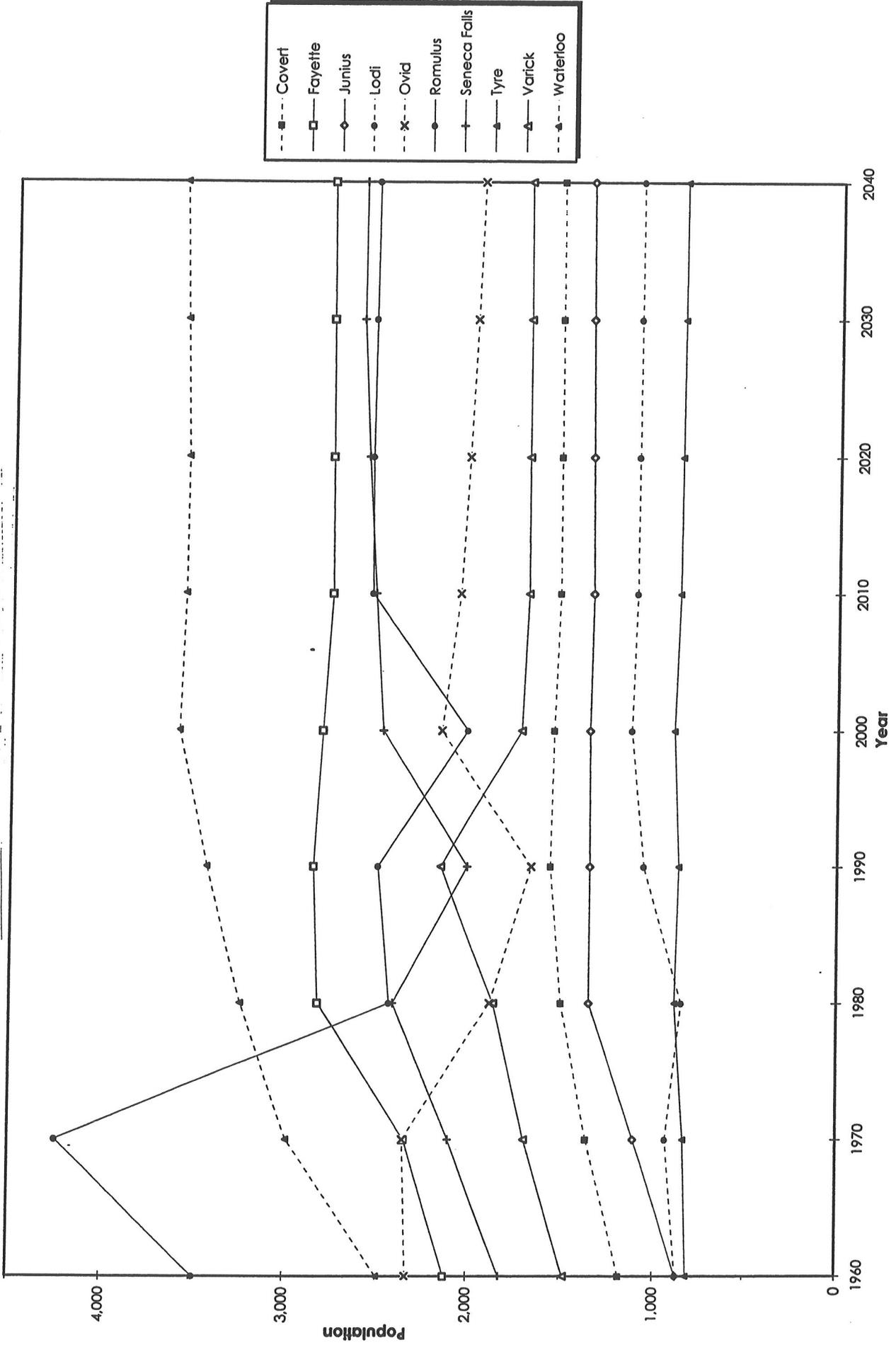
description of the methodology is contained in Appendix A. Persons interested in viewing the entire document may access it on GFLRPC's website at the following link:

<http://www.gflrpc.org/Publications/PopulationForecasts.htm>

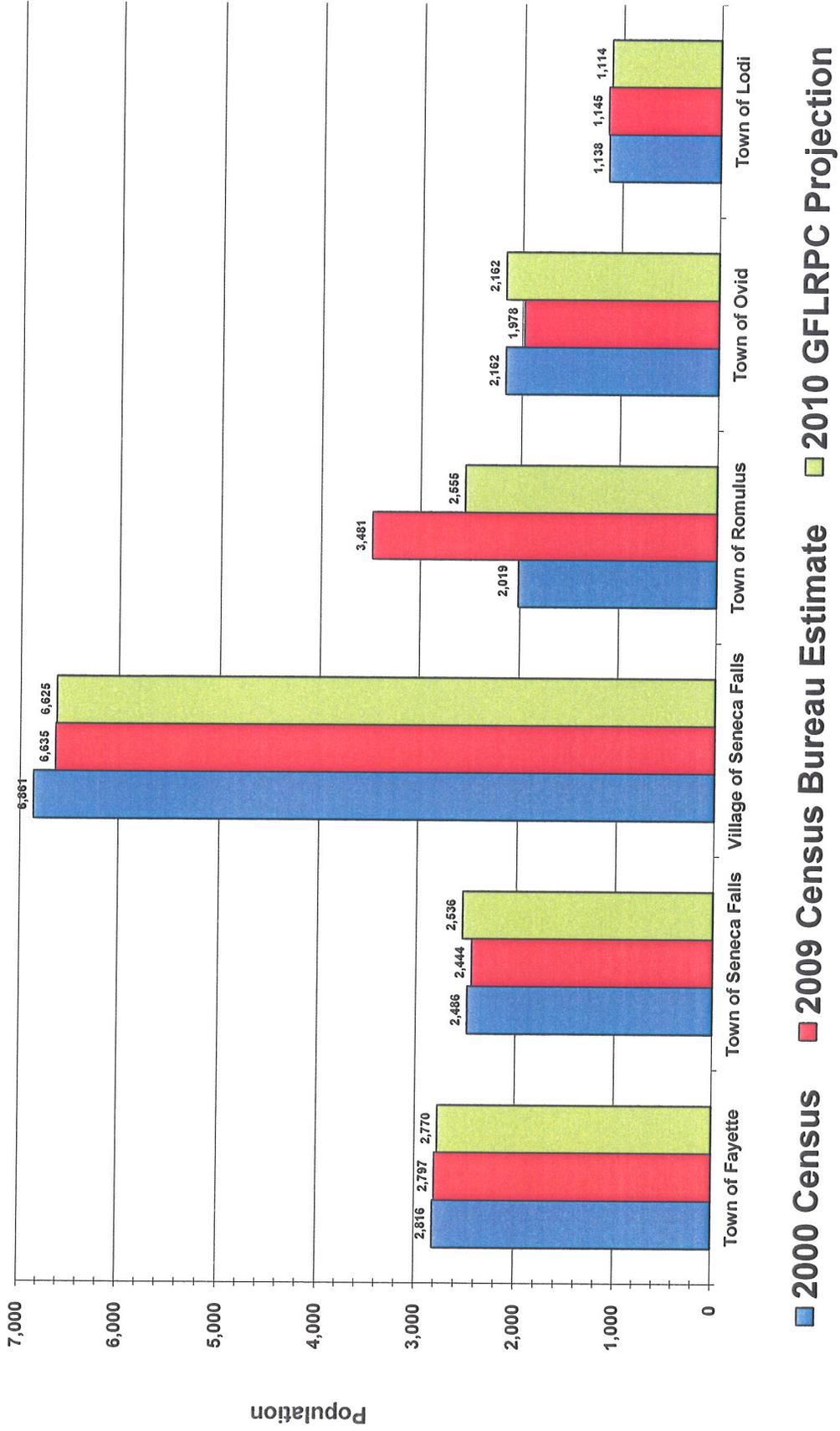
A graph of past trends and future population projections for Seneca County towns (exclusive of villages) has been excerpted from GFLRPC's *Regional Population Forecast* and appears as Figure 1. The projections reflected in Figure 1 suggest that the populations within each of the towns within Seneca County will essentially remain stable during the time period from 2010 to 2040. In an effort to determine the accuracy of GFLRPC's population projections for the year 2010, bar charts were prepared which compare GFLRPC's 2010 population projections with the 2009 US Census estimate. (Note, 2010 Census figures were not available at the time this study was conducted.) This information is presented in Figures 2A through 2C. Village population projections and estimates are also included. Population information from the 2000 Census was included to provide a means to compare the projected and estimated populations with the actual 2000 population figures. Examination of these bar charts reveals that the population projections GFLRPC made in 2003 are extremely close to the US Census 2009 population estimates, with the exception of the Town of Romulus. The US Census estimates also suggest that the population within each municipality in Seneca County has changed very little since 2000, again with the exception of the Town of Romulus.

The 2009 US Census estimate suggests that the population in the Town of Romulus increased from 2,019 in the year 2000 to 3,481 by the year 2009 which represents slightly more than a 72 percent increase. It was determined, however, that Romulus' large increase in population was attributable to the opening of the NYS Five Points State Correctional Facility which began operations in 2000 after the Census enumeration has been completed. Information available on the World Wide Web reveals that the prison has the capacity to accommodate 1,550 inmates and has an average daily population of 1,428. Adjusting for the inmate population reveals that the civilian population in Romulus has not changed significantly since 2000 based on the 2009 Census estimates. Accordingly, based on the 2009 Census estimates, the population of all Seneca County municipalities has remained very stable during the past decade. If GFLRPC future projections are reasonably accurate, population growth will not represent a significant development driver in Seneca County between 2010 and 2020.

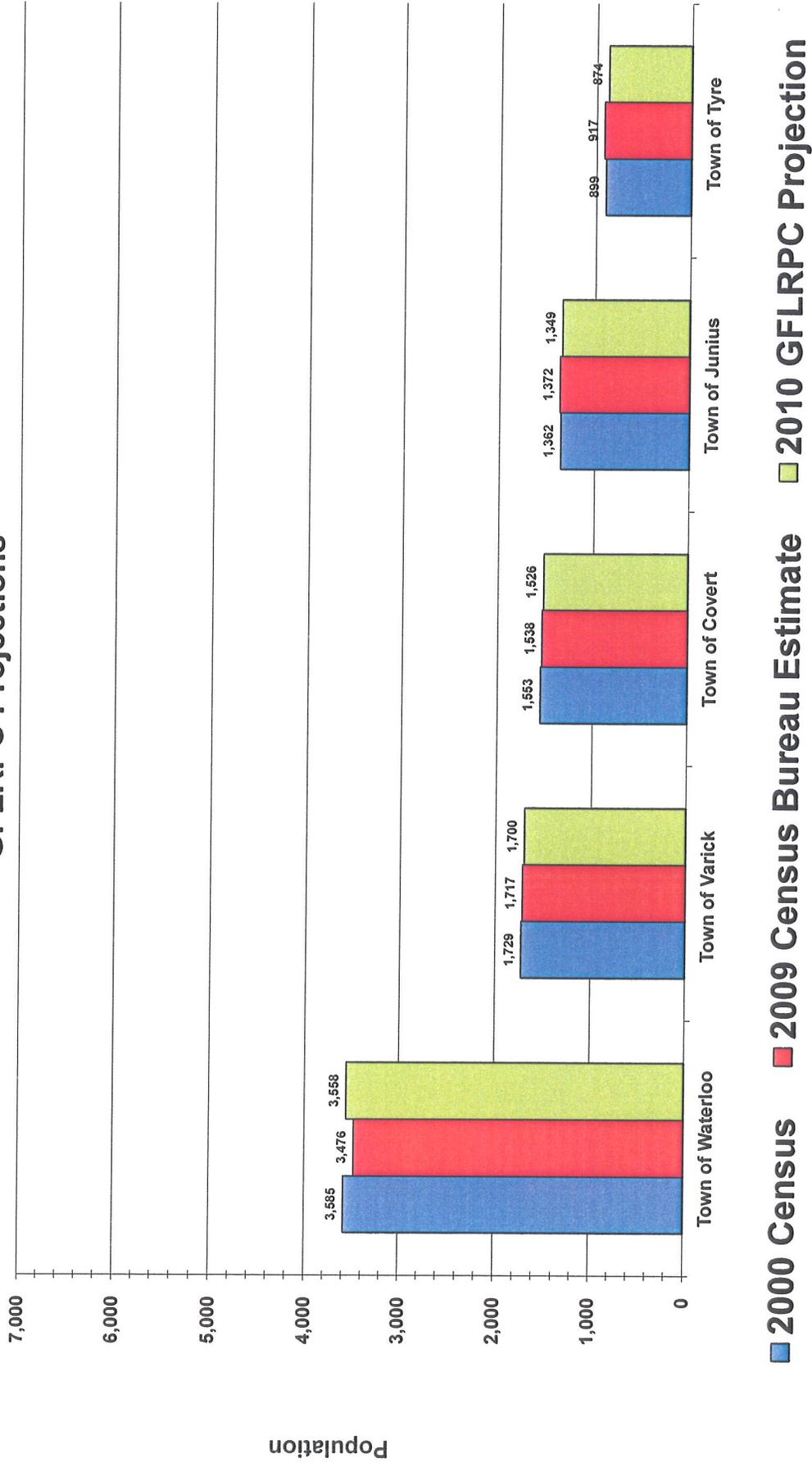
**Figure 1**  
**Towns of Seneca County**  
**Trend from 1960-2040**



**FIGURE 2A**  
**2000 Population Compared to 2009 Census Bureau Estimate and 2010 GFLRPC Projections**

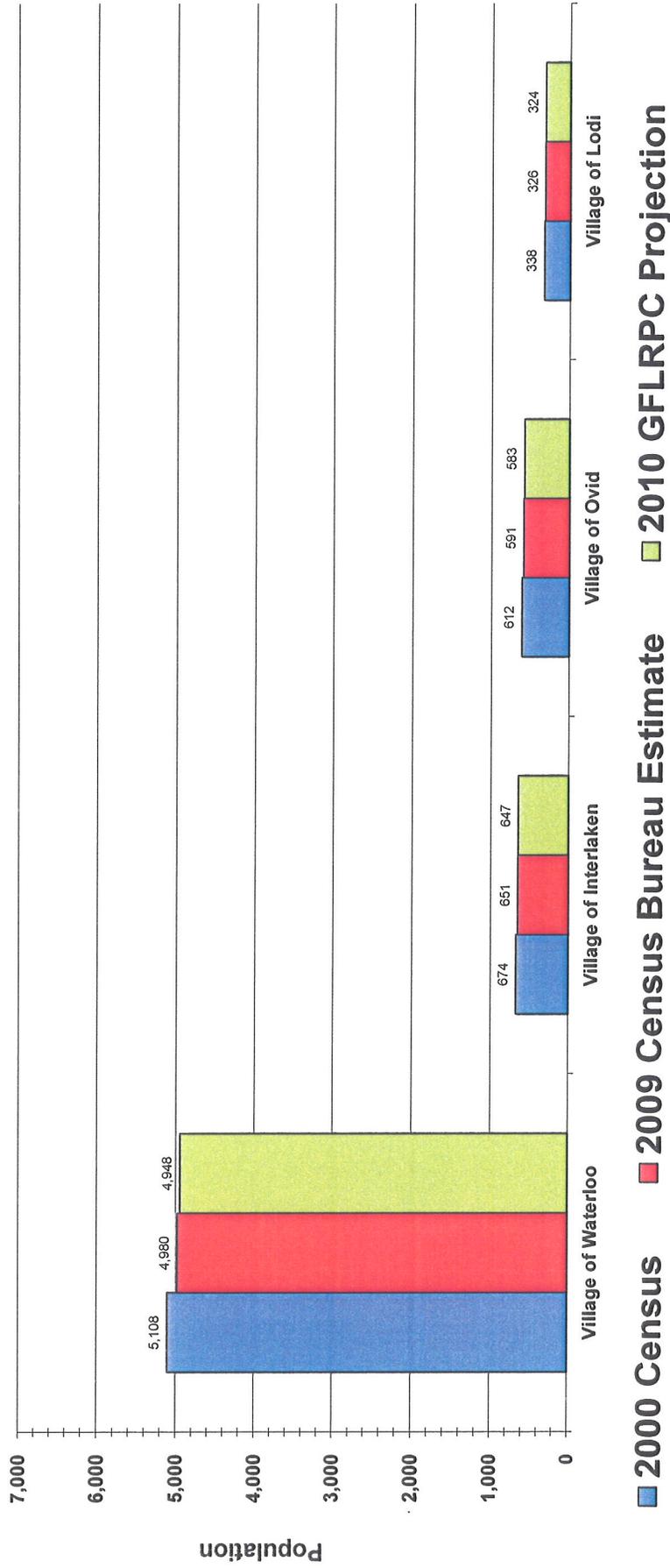


**FIGURE 2B**  
**2000 Population Compared to 2009 Census Bureau Estimate and 2010 GFLRPC Projections**



**FIGURE 2C**

**2000 Population Compared to 2009 Census Bureau Estimate and 2010 GFLRPC Projections**



Although population growth typically drives development, the absence of population growth does not necessarily result in no development at all. A 2003 Brookings Institution publication entitled *Sprawl Without Growth: The Upstate Paradox*, authored by Rolf Pendall, Associates, Professor of City and Regional Planning at Cornell University, and based on research the author conducted on development trends in upstate New York reveals the following:

- *The total amount of urbanized land in upstate New York increased by 30% between 1982 and 1997, while the population grew by only 2.6% during the same time period resulting in urban sprawl and a declining density of development.*
- *People, jobs and businesses are leaving cities and villages and moving to towns.*

A publication entitled *A Greenprint for Seneca County* prepared by Kristine West for the Finger Lakes Land Trust reveals that Seneca County has experienced at least some development sprawl without population growth. The report states:

*According to the Genesee/Finger Lakes Regional Planning Council, Seneca County's developed landscape doubled from about two square miles to four square miles between 1985 and 1999. The U.S. Census reported that population declined one percent over a similar period between 1980 and 2000. In spite of recent upward trends, current population remains two percent below a peak reached in the 1970 census. In contrast, since 1970, 2,862 new houses have been built in the county.*

Such development, however, is not likely to occur uniformly throughout Seneca County, but will more likely be concentrated in areas along Seneca and Cayuga Lakes, as the *Greenprint* points out:

*The lakes have lured residential development for more than 50 years. Development pressure remains strong along the lakes with both new construction and the renovation of seasonal cottages into year-round residences. More recently, properties with lake views are attracting new home construction.*

Although Seneca County is not under heavy development pressure from population growth, these findings suggest that modest development in the Towns outside the Villages will likely continue to occur due to sprawl despite a stable population. All other factors being equal, one would anticipate that the level of future development will remain at approximately the same level as it has been during the past couple of decades. This suggests that the workload for zoning related activities in Seneca County will not likely decrease below current levels during the foreseeable future.

Building permit information covering a 3-year time period was compiled and examined for the purpose of quantifying the current level of development and to gauge the level of workload for zoning administration and enforcement in Seneca County. Although zoning permits are not required for all building activities that require building permits and vice versa, the two types of permits are interrelated and correlate significantly. As not all municipalities have land use

regulations and as land use regulations can differ significantly in scope, detail and level of control among municipalities, it became apparent that building permit information would provide more thorough and uniform information across Seneca County than zoning permit information could possibly provide. Moreover, the ability to access accurate zoning permit information from multiple municipalities was suspect, given that some if not many of the communities that have zoning regulations may not have computerized records management to enable zoning officers to quickly or easily provide accurate zoning permit information.

Building permit information provided by the Seneca County Code Enforcement Office for 2007, 2008 and 2009 has been summarized in Tables 2A-2E. Town of Fayette zoning permit data for 2009 and 2010 is also provided in Tables 2A-2EC. Information relating to building permits issued for all types of construction during the same 3-year time period is depicted in Figures 2A and 2B and for new housing construction only in Figures 3A- 3C. The same information is also presented in Figures 4A and 4B, respectively, in map format.

A comparison of the data for each community reveals that the level of development in the Town of Fayette during the three-year time period is comparable with the amount of development and redevelopment that occurred in the Towns of Romulus and Junius. The amount of development and redevelopment in the Towns of Seneca Falls and Waterloo was moderately lower. The data further reveal that residential development and redevelopment accounts for the large majority of the building permits in the aforementioned Towns, although in the Town of Junius commercial development and redevelopment accounted for a larger proportion of the permits than in the other aforementioned Towns. Building permit activity in Fayette tracked zoning permit activity relatively closely in 2009, although the number of zoning permits issued for accessory residential structures was slightly greater than the number of building permits issued for this purpose. The discrepancy is likely attributable to the construction of small storage sheds which would require a zoning permit, but not a building permit. Zoning permit activity in Fayette for 2010 is on par with the zoning permit activity in 2009 although slightly fewer zoning permits were issued in 2010.

**TABLE 2A  
BUILDING PERMIT HISTORY 2007-2009**

| <b>Town of Fayette</b>                         | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> | <b>Zoning Permits 2009</b> | <b>Zoning Permits 2010</b> |
|--|-------------|-------------|-------------|--------------|----------------------------|----------------------------|
| Residential New Construction                   | 12          | 11          | 4           | 27           | 4                          | 7                          |
| Residential Additions/Alterations/Roofs        | 15          | 13          | 11          | 39           | 13                         | 9                          |
| Residential Demolition                         | 1           | 5           | 1           | 7            | 0                          | 0                          |
| Res Garage/ Accessory Structure/ Solid Fuel    | 1           | 9           | 13          | 23           | 36                         | 28                         |
| Res Swimming Pool or Deck                      | 5           | 10          | 9           | 24           | 5                          | 9                          |
| <b>SUBTOTAL RESIDENTIAL</b>                    | <b>34</b>   | <b>48</b>   | <b>38</b>   | <b>120</b>   | <b>58</b>                  | <b>53</b>                  |
| Commercial Construction                        | 2           | 3           | 2           | 7            | 2                          | 1                          |
| Commercial Additions/Alterations               | 4           | 4           | 1           | 9            | 3                          | 2                          |
| Commercial Demolition                          | 0           | 1           | 0           | 1            | 0                          | 0                          |
| Sign/Fence                                     | 0           | 0           | 0           | 0            | 3                          | 0                          |
| Accessory Com. Buildings                       | 0           | 0           | 0           | 0            | 0                          | 0                          |
| <b>SUBTOTAL COMMERCIAL</b>                     | <b>6</b>    | <b>8</b>    | <b>3</b>    | <b>17</b>    | <b>8</b>                   | <b>3</b>                   |
| <b>TOTALS</b>                                  | <b>40</b>   | <b>56</b>   | <b>41</b>   | <b>137</b>   | <b>66</b>                  | <b>56</b>                  |
| <b>Town of Seneca Falls (Excludes Village)</b> | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |                            |                            |
| Residential New Construction                   | 6           | 4           | 4           | 14           |                            |                            |
| Residential Additions/Alterations/Roofs        | 5           | 9           | 11          | 25           |                            |                            |
| Residential Demolition                         | 1           | 1           | 5           | 7            |                            |                            |
| Res Garage/ Accessory Structure/ Solid Fuel    | 0           | 11          | 3           | 14           |                            |                            |
| Res Swimming Pool or Deck                      | 1           | 7           | 2           | 10           |                            |                            |
| <b>SUBTOTAL RESIDENTIAL</b>                    | <b>13</b>   | <b>32</b>   | <b>25</b>   | <b>70</b>    |                            |                            |
| Commercial Construction                        | 2           | 4           | 0           | 6            |                            |                            |
| Commercial Additions/Alterations               | 1           | 9           | 3           | 13           |                            |                            |
| Commercial Demolition                          | 1           | 0           | 2           | 3            |                            |                            |
| Sign/Fence                                     | 0           | 2           | 2           | 4            |                            |                            |
| Accessory Com. Buildings                       | 0           | 0           | 1           | 1            |                            |                            |
| <b>SUBTOTAL COMMERCIAL</b>                     | <b>4</b>    | <b>15</b>   | <b>8</b>    | <b>27</b>    |                            |                            |
| <b>TOTALS</b>                                  | <b>17</b>   | <b>47</b>   | <b>33</b>   | <b>97</b>    |                            |                            |
| <b>Town of Romulus</b>                         | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |                            |                            |
| Residential New Construction                   | 7           | 7           | 7           | 21           |                            |                            |
| Residential Additions/Alterations/Roofs        | 8           | 9           | 12          | 29           |                            |                            |
| Residential Demolition                         | 2           | 0           | 0           | 2            |                            |                            |
| Res Garage/ Accessory Structure/ Solid Fuel    | 1           | 7           | 5           | 13           |                            |                            |
| Res Swimming Pool or Deck                      | 1           | 5           | 3           | 9            |                            |                            |
| <b>SUBTOTAL RESIDENTIAL</b>                    | <b>19</b>   | <b>28</b>   | <b>27</b>   | <b>74</b>    |                            |                            |
| Commercial Construction                        | 0           | 0           | 1           | 1            |                            |                            |
| Commercial Additions/Alterations               | 1           | 2           | 0           | 3            |                            |                            |
| Commercial Demolition                          | 0           | 0           | 1           | 1            |                            |                            |
| Sign/Fence                                     | 0           | 0           | 0           | 0            |                            |                            |
| Accessory Com. Buildings                       | 0           | 0           | 0           | 0            |                            |                            |
| <b>SUBTOTAL COMMERCIAL</b>                     | <b>1</b>    | <b>2</b>    | <b>2</b>    | <b>5</b>     |                            |                            |
| <b>TOTALS</b>                                  | <b>39</b>   | <b>58</b>   | <b>56</b>   | <b>153</b>   |                            |                            |

**TABLE 2B  
BUILDING PERMIT HISTORY 2007-2009**

| <b>Town of Ovid (Excludes Village)</b>      | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
|---|-------------|-------------|-------------|--------------|
| Residential New Construction                | 5           | 5           | 5           | 15           |
| Residential Additions/Alterations/Roofs     | 3           | 12          | 5           | 20           |
| Residential Demolition                      | 0           | 0           | 0           | 0            |
| Res Garage/ Accessory Structure/ Solid Fuel | 1           | 11          | 7           | 19           |
| Res Swimming Pool or Deck                   | 1           | 4           | 3           | 8            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>10</b>   | <b>32</b>   | <b>20</b>   | <b>62</b>    |
| Commercial Construction                     | 2           | 0           | 1           | 3            |
| Commercial Additions/Alterations            | 0           | 1           | 0           | 1            |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>2</b>    | <b>1</b>    | <b>1</b>    | <b>4</b>     |
| <b>TOTALS</b>                               | <b>12</b>   | <b>33</b>   | <b>21</b>   | <b>66</b>    |

| <b>Town of Lodi (Excludes Village)</b>      | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
|---|-------------|-------------|-------------|--------------|
| Residential New Construction                | 9           | 8           | 7           | 24           |
| Residential Additions/Alterations/Roofs     | 8           | 9           | 2           | 19           |
| Residential Demolition                      | 1           | 0           | 0           | 1            |
| Res Garage/ Accessory Structure/ Solid Fuel | 0           | 10          | 6           | 16           |
| Res Swimming Pool or Deck                   | 0           | 4           | 1           | 5            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>18</b>   | <b>31</b>   | <b>16</b>   | <b>65</b>    |
| Commercial Construction                     | 0           | 0           | 0           | 0            |
| Commercial Additions/Alterations            | 0           | 0           | 0           | 0            |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>     |
| <b>TOTALS</b>                               | <b>36</b>   | <b>62</b>   | <b>32</b>   | <b>130</b>   |

| <b>Village of Seneca Falls</b>              | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
|---|-------------|-------------|-------------|--------------|
| Residential New Construction                | 1           | 6           | 6           | 13           |
| Residential Additions/Alterations/Roofs     | 16          | 21          | 28          | 65           |
| Residential Demolition                      | 1           | 1           | 0           | 2            |
| Res Garage/ Accessory Structure/ Solid Fuel | 0           | 5           | 11          | 16           |
| Res Swimming Pool or Deck                   | 0           | 7           | 2           | 9            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>18</b>   | <b>40</b>   | <b>47</b>   | <b>105</b>   |
| Commercial Construction                     | 0           | 2           | 0           | 2            |
| Commercial Additions/Alterations            | 2           | 0           | 6           | 8            |
| Commercial Demolition                       | 1           | 1           | 1           | 3            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 10          | 10           |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>3</b>    | <b>3</b>    | <b>17</b>   | <b>23</b>    |
| <b>TOTALS</b>                               | <b>21</b>   | <b>43</b>   | <b>64</b>   | <b>128</b>   |

**TABLE 2C  
BUILDING PERMIT HISTORY 2007-2009**

| <b>Village of Interlaken</b>                | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
|---|-------------|-------------|-------------|--------------|
| Residential New Construction                | 2           | 0           | 0           | 2            |
| Residential Additions/Alterations/Roofs     | 7           | 0           | 0           | 7            |
| Residential Demolition                      | 0           | 1           | 0           | 1            |
| Res Garage/ Accessory Structure/ Solid Fuel | 2           | 4           | 1           | 7            |
| Res Swimming Pool or Deck                   | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>11</b>   | <b>5</b>    | <b>1</b>    | <b>17</b>    |
| Commercial Construction                     | 0           | 0           | 1           | 1            |
| Commercial Additions/Alterations            | 1           | 2           | 1           | 4            |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>1</b>    | <b>2</b>    | <b>2</b>    | <b>5</b>     |
| <b>TOTALS</b>                               | <b>12</b>   | <b>7</b>    | <b>3</b>    | <b>22</b>    |
|   |             |             |             |              |
| <b>Town of Covert</b>                       | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
| Residential New Construction                | 19          | 6           | 2           | 27           |
| Residential Additions/Alterations/Roofs     | 15          | 13          | 4           | 32           |
| Residential Demolition                      | 1           | 1           | 0           | 2            |
| Res Garage/ Accessory Structure/ Solid Fuel | 0           | 8           | 11          | 19           |
| Res Swimming Pool or Deck                   | 0           | 1           | 2           | 3            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>35</b>   | <b>29</b>   | <b>19</b>   | <b>83</b>    |
| Commercial Construction                     | 0           | 0           | 0           | 0            |
| Commercial Additions/Alterations            | 1           | 3           | 0           | 4            |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 0           | 1           | 1            |
| Accessory Com. Buildings                    | 1           | 0           | 0           | 1            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>2</b>    | <b>3</b>    | <b>1</b>    | <b>6</b>     |
| <b>TOTALS</b>                               | <b>37</b>   | <b>32</b>   | <b>20</b>   | <b>89</b>    |
|   |             |             |             |              |
| <b>Town of Junius</b>                       | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
| Residential New Construction                | 14          | 7           | 7           | 28           |
| Residential Additions/Alterations/Roofs     | 5           | 10          | 6           | 21           |
| Residential Demolition                      | 0           | 1           | 4           | 5            |
| Res Garage/ Accessory Structure/ Solid Fuel | 0           | 2           | 1           | 3            |
| Res Swimming Pool or Deck                   | 1           | 2           | 0           | 3            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>20</b>   | <b>22</b>   | <b>18</b>   | <b>60</b>    |
| Commercial Construction                     | 0           | 0           | 1           | 1            |
| Commercial Additions/Alterations            | 19          | 10          | 4           | 33           |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 1           | 4           | 5            |
| Accessory Com. Buildings                    | 0           | 2           | 1           | 3            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>19</b>   | <b>13</b>   | <b>10</b>   | <b>42</b>    |
| <b>TOTALS</b>                               | <b>59</b>   | <b>57</b>   | <b>46</b>   | <b>162</b>   |

**TABLE 2D  
BUILDING PERMIT HISTORY 2007-2009**

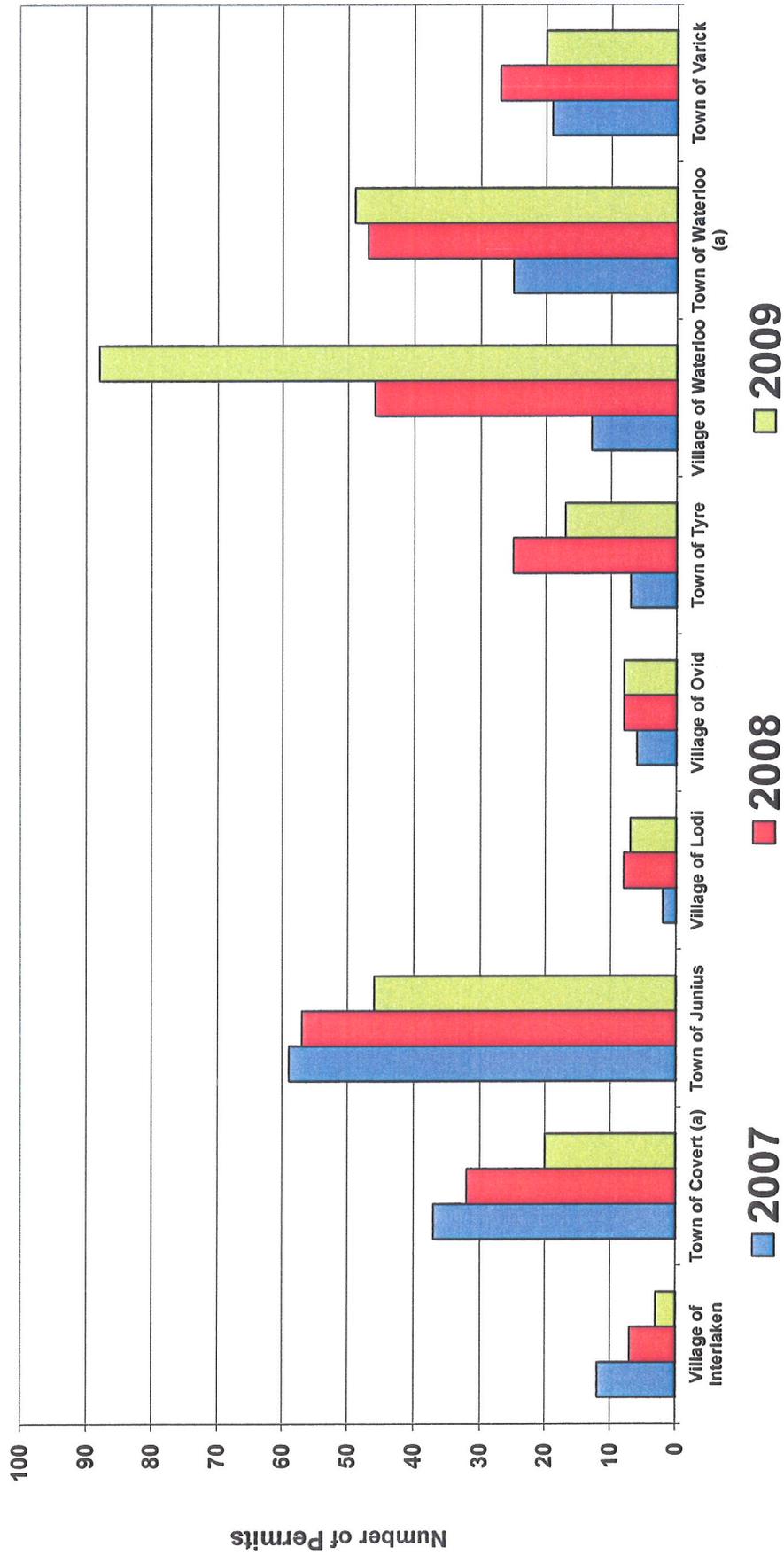
| Village of Lodi                             | 2007     | 2008      | 2009      | TOTAL     |
|---|----------|-----------|-----------|-----------|
| Residential New Construction                | 0        | 3         | 0         | 3         |
| Residential Additions/Alterations/Roofs     | 1        | 3         | 4         | 8         |
| Residential Demolition                      | 0        | 0         | 1         | 1         |
| Res Garage/ Accessory Structure/ Solid Fuel | 0        | 1         | 1         | 2         |
| Res Swimming Pool or Deck                   | 0        | 0         | 1         | 1         |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>1</b> | <b>7</b>  | <b>7</b>  | <b>15</b> |
| Commercial Construction                     | 0        | 0         | 0         | 0         |
| Commercial Additions/Alterations            | 0        | 0         | 0         | 0         |
| Commercial Demolition                       | 1        | 0         | 0         | 1         |
| Sign/Fence                                  | 0        | 0         | 0         | 0         |
| Accessory Com. Buildings                    | 0        | 1         | 0         | 1         |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>1</b> | <b>1</b>  | <b>0</b>  | <b>2</b>  |
| <b>TOTALS</b>                               | <b>2</b> | <b>8</b>  | <b>7</b>  | <b>17</b> |
|   |          |           |           |           |
| Village of Ovid                             | 2007     | 2008      | 2009      | TOTAL     |
| Residential New Construction                | 0        | 1         | 0         | 1         |
| Residential Additions/Alterations/Roofs     | 3        | 5         | 4         | 12        |
| Residential Demolition                      | 0        | 0         | 0         | 0         |
| Res Garage/ Accessory Structure/ Solid Fuel | 0        | 0         | 1         | 1         |
| Res Swimming Pool or Deck                   | 1        | 0         | 1         | 2         |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>4</b> | <b>6</b>  | <b>6</b>  | <b>16</b> |
| Commercial Construction                     | 0        | 0         | 0         | 0         |
| Commercial Additions/Alterations            | 2        | 1         | 2         | 5         |
| Commercial Demolition                       | 0        | 0         | 0         | 0         |
| Sign/Fence                                  | 0        | 1         | 0         | 1         |
| Accessory Com. Buildings                    | 0        | 0         | 0         | 0         |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>2</b> | <b>2</b>  | <b>2</b>  | <b>6</b>  |
| <b>TOTALS</b>                               | <b>6</b> | <b>8</b>  | <b>8</b>  | <b>22</b> |
|   |          |           |           |           |
| Town of Tyre                                | 2007     | 2008      | 2009      | TOTAL     |
| Residential New Construction                | 1        | 1         | 3         | 5         |
| Residential Additions/Alterations/Roofs     | 3        | 5         | 5         | 13        |
| Residential Demolition                      | 0        | 0         | 0         | 0         |
| Res Garage/ Accessory Structure/ Solid Fuel | 0        | 8         | 4         | 12        |
| Res Swimming Pool or Deck                   | 1        | 5         | 3         | 9         |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>5</b> | <b>19</b> | <b>15</b> | <b>39</b> |
| Commercial Construction                     | 0        | 2         | 0         | 2         |
| Commercial Additions/Alterations            | 2        | 4         | 1         | 7         |
| Commercial Demolition                       | 0        | 0         | 0         | 0         |
| Sign/Fence                                  | 0        | 0         | 1         | 1         |
| Accessory Com. Buildings                    | 0        | 0         | 0         | 0         |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>2</b> | <b>6</b>  | <b>2</b>  | <b>10</b> |
| <b>TOTALS</b>                               | <b>7</b> | <b>25</b> | <b>17</b> | <b>49</b> |

**TABLE 2E  
BUILDING PERMIT HISTORY 2007-2009**

| <b>Village of Waterloo</b>                  | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
|---|-------------|-------------|-------------|--------------|
| Residential New Construction                | 1           | 3           | 2           | 6            |
| Residential Additions/Alterations/Roofs     | 7           | 22          | 38          | 67           |
| Residential Demolition                      | 0           | 1           | 0           | 1            |
| Res Garage/ Accessory Structure/ Solid Fuel | 1           | 9           | 24          | 34           |
| Res Swimming Pool or Deck                   | 3           | 10          | 17          | 30           |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>12</b>   | <b>45</b>   | <b>81</b>   | <b>138</b>   |
| Commercial Construction                     | 0           | 0           | 0           | 0            |
| Commercial Additions/Alterations            | 0           | 1           | 6           | 7            |
| Commercial Demolition                       | 1           | 0           | 0           | 1            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 1           | 1            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>1</b>    | <b>1</b>    | <b>7</b>    | <b>9</b>     |
| <b>TOTALS</b>                               | <b>13</b>   | <b>46</b>   | <b>88</b>   | <b>147</b>   |
|   |             |             |             |              |
| <b>Town of Waterloo</b>                     | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
| Residential New Construction                | 8           | 9           | 6           | 23           |
| Residential Additions/Alterations/Roofs     | 9           | 14          | 17          | 40           |
| Residential Demolition                      | 2           | 2           | 2           | 6            |
| Res Garage/ Accessory Structure/ Solid Fuel | 1           | 12          | 17          | 30           |
| Res Swimming Pool or Deck                   | 2           | 3           | 2           | 7            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>22</b>   | <b>40</b>   | <b>44</b>   | <b>106</b>   |
| Commercial Construction                     | 2           | 3           | 2           | 7            |
| Commercial Additions/Alterations            | 0           | 1           | 1           | 2            |
| Commercial Demolition                       | 0           | 1           | 2           | 3            |
| Sign/Fence                                  | 1           | 2           | 0           | 3            |
| Accessory Com. Buildings                    | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>3</b>    | <b>7</b>    | <b>5</b>    | <b>15</b>    |
| <b>TOTALS</b>                               | <b>25</b>   | <b>47</b>   | <b>49</b>   | <b>121</b>   |
|   |             |             |             |              |
| <b>Town of Varick</b>                       | <b>2007</b> | <b>2008</b> | <b>2009</b> | <b>TOTAL</b> |
| Residential New Construction                | 5           | 2           | 3           | 10           |
| Residential Additions/Alterations/Roofs     | 14          | 10          | 9           | 33           |
| Residential Demolition                      | 0           | 2           | 0           | 2            |
| Res Garage/ Accessory Structure/ Solid Fuel | 0           | 7           | 6           | 13           |
| Res Swimming Pool or Deck                   | 0           | 5           | 2           | 7            |
| <b>SUBTOTAL RESIDENTIAL</b>                 | <b>19</b>   | <b>26</b>   | <b>20</b>   | <b>65</b>    |
| Commercial Construction                     | 0           | 0           | 0           | 0            |
| Commercial Additions/Alterations            | 0           | 1           | 0           | 1            |
| Commercial Demolition                       | 0           | 0           | 0           | 0            |
| Sign/Fence                                  | 0           | 0           | 0           | 0            |
| Accessory Com. Buildings                    | 0           | 0           | 0           | 0            |
| <b>SUBTOTAL COMMERCIAL</b>                  | <b>0</b>    | <b>1</b>    | <b>0</b>    | <b>1</b>     |
| <b>TOTALS</b>                               | <b>19</b>   | <b>27</b>   | <b>20</b>   | <b>66</b>    |

**FIGURE 2A**

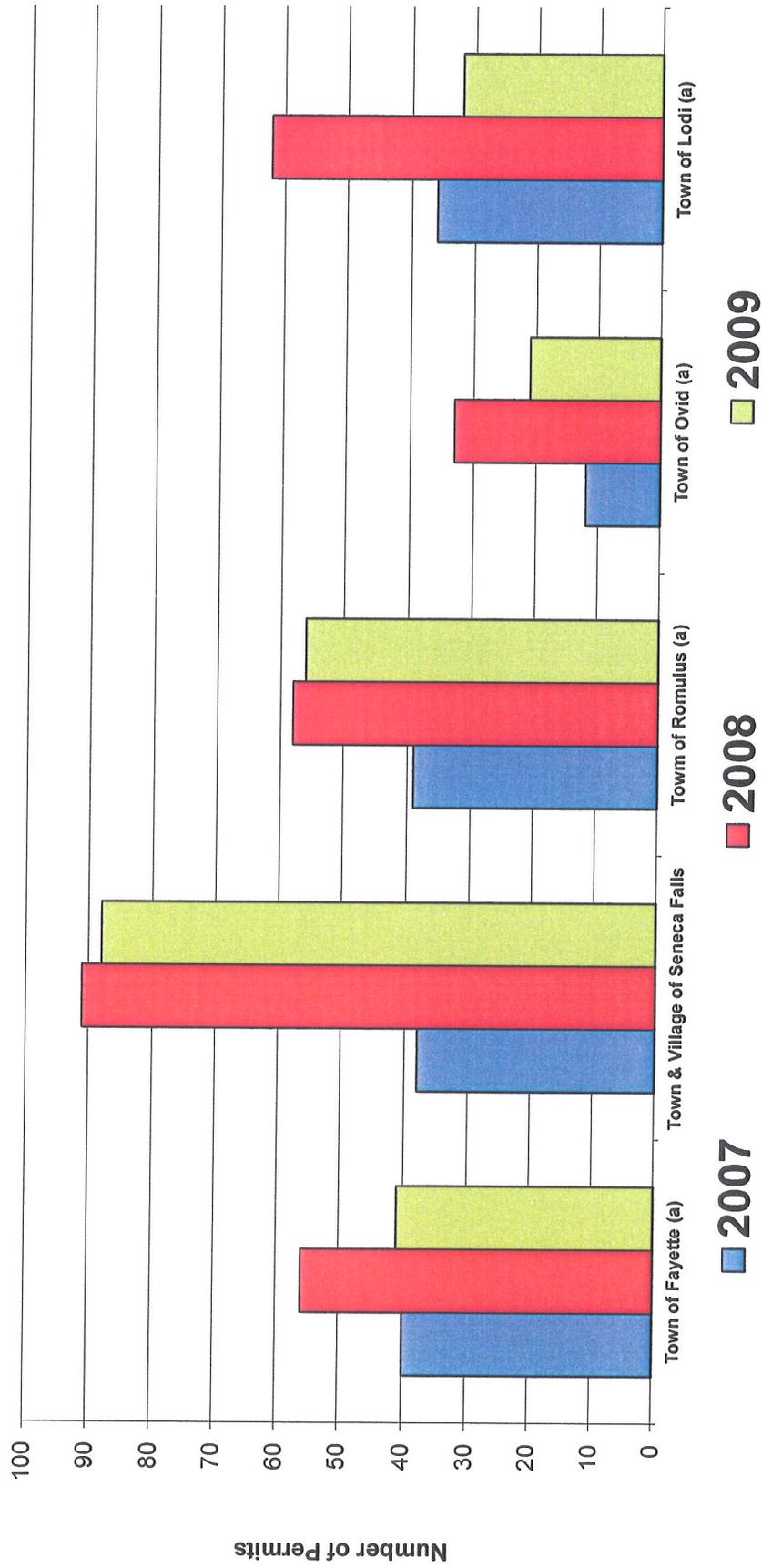
**Building Permit History**



(a) Figures do not include permits for villages or portions of villages within the town.

# FIGURE 2B

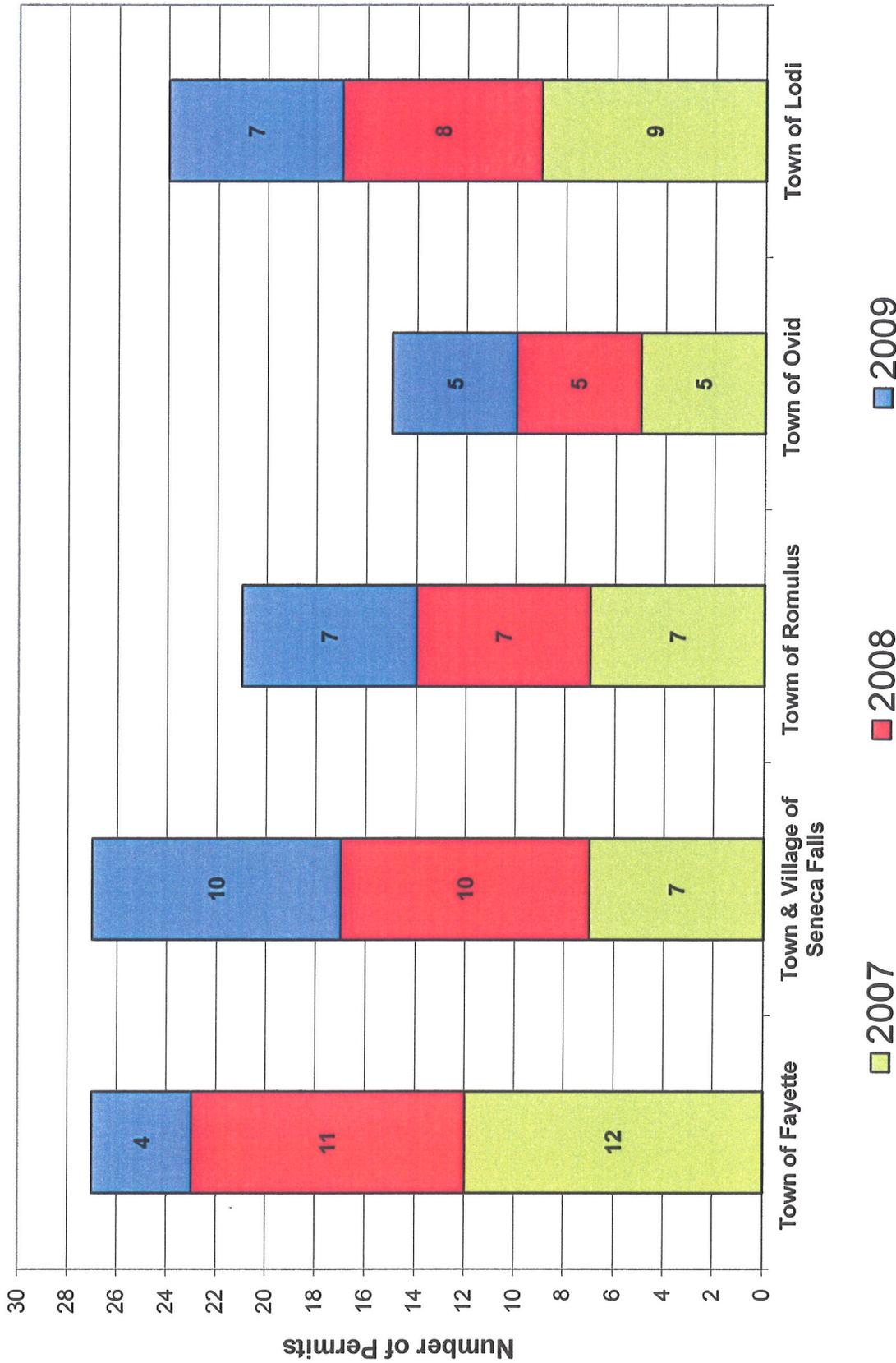
## Building Permit History



(a) Figures do not include permits for villages or portions of villages within the town.

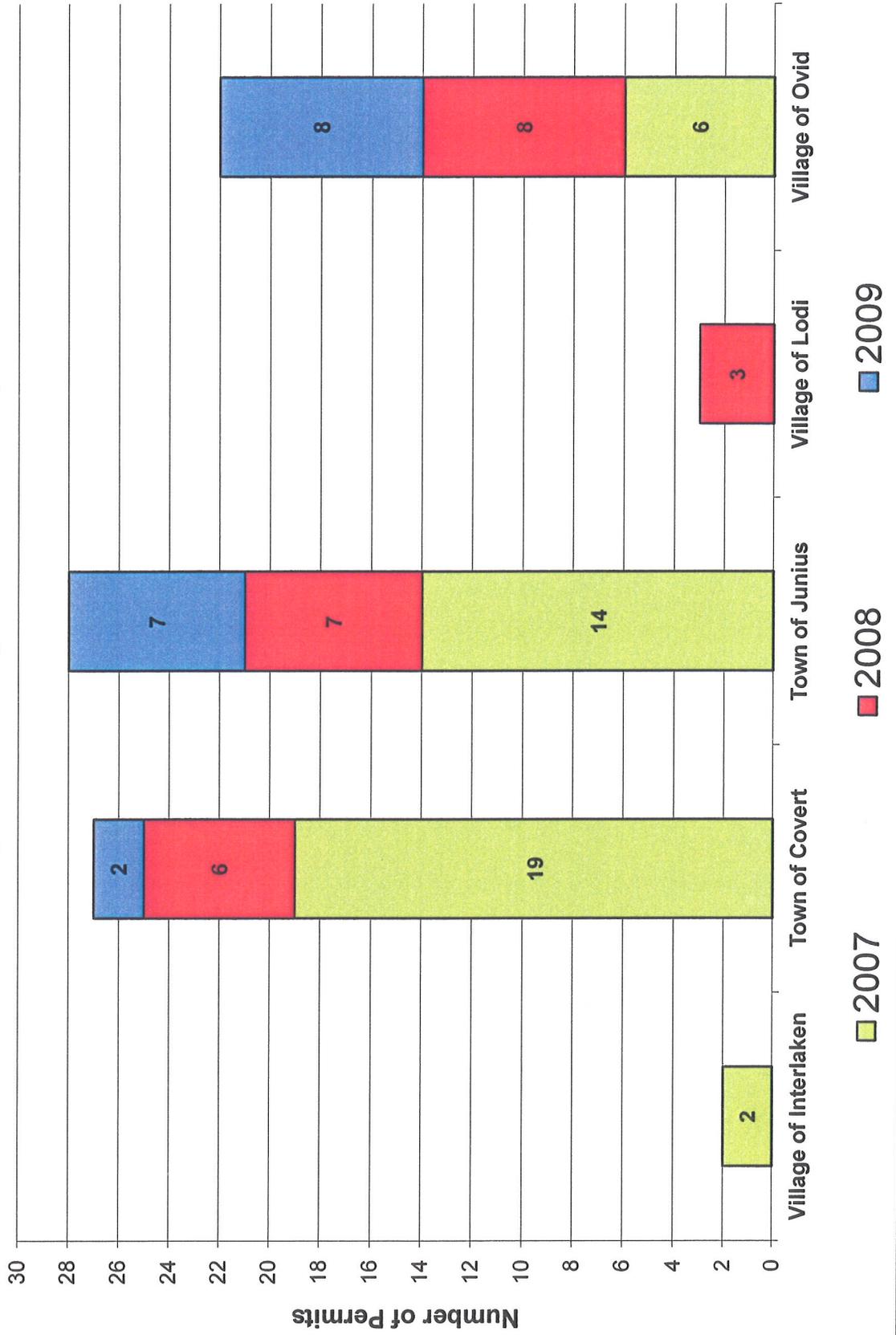
# FIGURE 3A

Permits Issued for Construction of New Dwellings 2007-2009  
(Includes permits for siting manufacture homes)



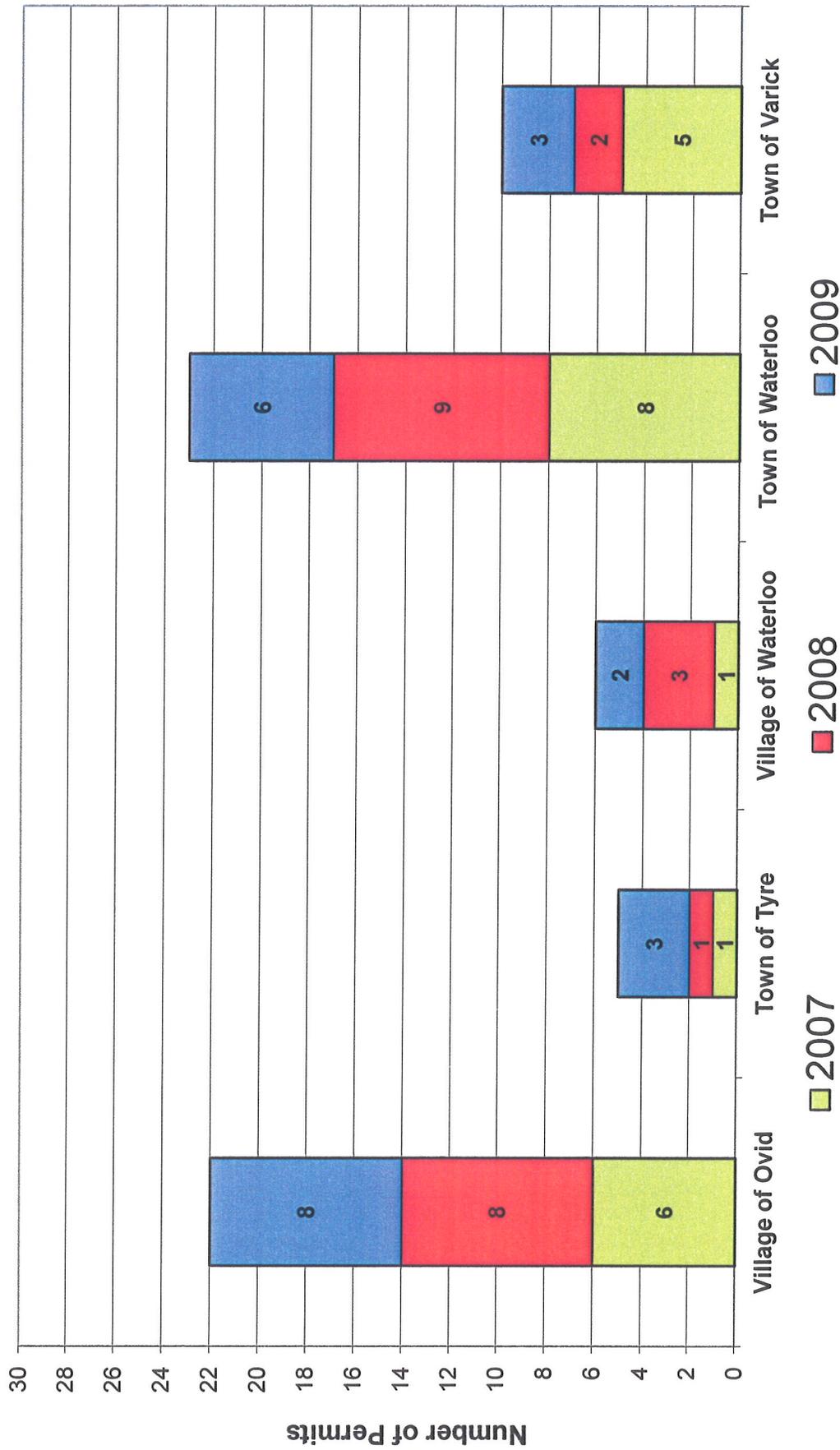
# FIGURE 3B

Permits Issued for Construction of New Dwellings 2007-2009  
 (Includes permits for siting manufacture homes)

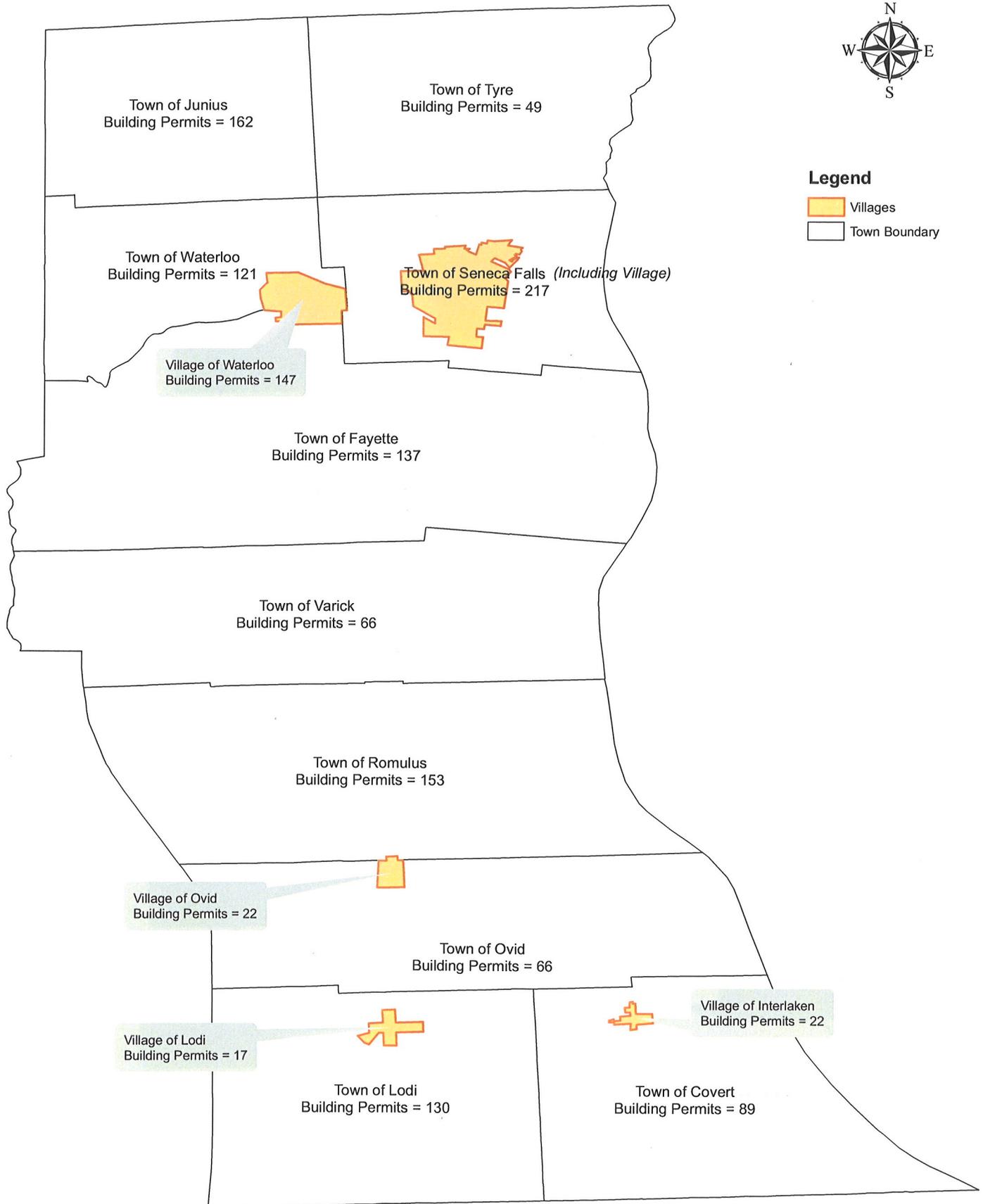


# FIGURE 3C

Permits Issued for Construction of New Dwellings 2007-2009  
(Includes permits for siting manufactured homes)



# FIGURE 4A



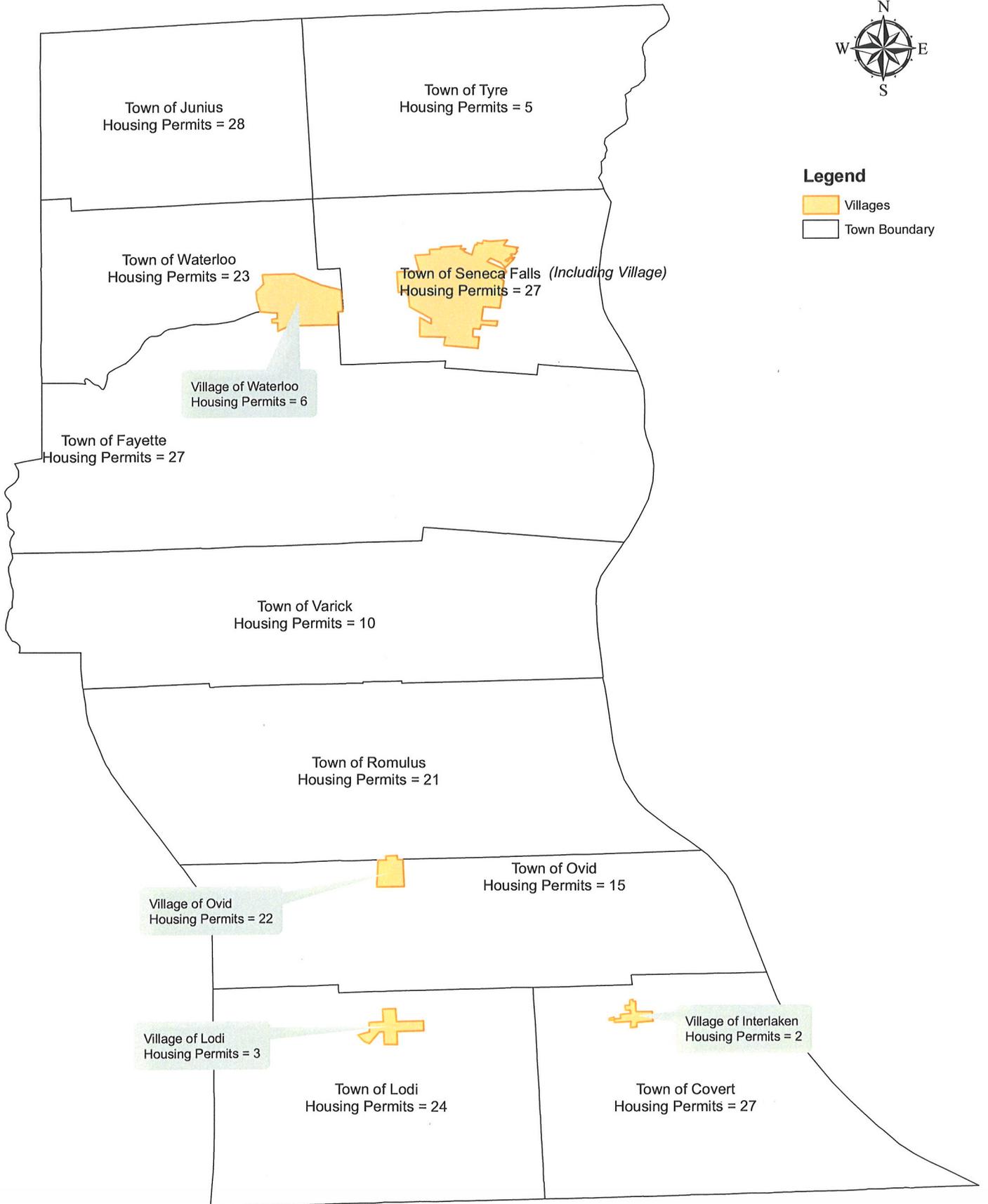
# FIGURE 4B

## Seneca County Housing Permits



### Legend

-  Villages
-  Town Boundary



Economic conditions typically can and often do affect the amount and scale of both commercial and residential development occurring within a community. During good economic times families are more inclined to construct new homes or make more expensive and/or larger scale improvements to their homes. Likewise, businesses are more likely to expand. During poor economic times, fewer new homes are constructed and less expensive and smaller scale home improvements are made which may or may not affect the actual number of building permits issued. It is conceivable that the volume of permits issued during the next few years could continue at the current pace even though the scope and scale of improvements may be reduced. If the current economic recession continues significantly longer or worsens, one would expect the number of residential and commercial permits to decline as all types of construction diminishes. No ready means exists for quantifying the impact a longer term or worsening recession will have on the volume of building and zoning permits. Although the building permit information covering the three-year timer period is not sufficient to identify trends, the information is useful to gauge the recent volume of development and redevelopment activity that has been occurring in the County as a whole and in each of the municipalities comprising Seneca County.

### **Zoning Violations and Enforcement Considerations**

Zoning administration and enforcement involves more much more than simply issuing permits and making site inspections to ensure compliance with the zoning regulations. Therefore, the amount of development and construction that occurs in a community cannot and does not provide a complete and accurate measure of the workload for a zoning officer. Detecting and correcting zoning violations can account for an appreciable amount of a zoning officer's workload. The volume of zoning violations is determined in large part to four other variables. These variables include: (1) the density of development in a community and development pressure, (2) the comprehensiveness and level of control of a municipality's land use regulations, (3) public attitude toward compliance with zoning regulations and, (4) the philosophy of the governing body toward zoning enforcement.

### **Density of Development and Development Pressure**

The density of development within a community invariably affects the workload of a zoning officer. Typically, more zoning violations and complaints of violations occur in communities or areas within communities that have a high density of development. In high density areas, neighbors are in much closer proximity to each other. Zoning or property maintenance violations committed by a property owner can and usually do have a much greater impact on neighboring properties and on larger numbers of property owners than if the same violations were to occur in more rural and remote areas. As a result, property owners in the more densely developed areas will generate more complaints regarding actual or *perceived* zoning and/or property maintenance violations. Neighbor disputes and feuds are more common in densely developed neighborhoods and can lead to increased complaints. Sometimes feuding neighbors will file complaints as an act of retribution even if no zoning violation exists. Not all complaints involve *bona fide* violations, but the zoning officer nonetheless must at least spend the time and make the effort investigating to determine if violations have, in fact, been committed.

The geographical layout of Seneca County is such that most of the towns border on both Seneca and Cayuga Lakes. The lakefront areas are generally comprised of very small developed parcels. Small cottages that served as summer residences or weekend getaways were constructed on

many of the small parcels that adjoin the lakes decades before zoning regulations existed. Development pressure or more accurately, redevelopment pressure, along the lakeshores has increased and may be expected to continue into the foreseeable future. As small seasonal cottages are expanded or demolished and replaced with larger year round dwellings, neighbor disputes and complaints can only be expected to occur with greater frequency. Residents in these areas will likely exhibit little tolerance for even minor zoning or property maintenance infractions. In the case of Fayette, increasing volumes of zoning and property maintenance violations and complaints from lakefront property owners can also be anticipated due to the Town's new and more comprehensive zoning regulations.

The upland areas are generally comprised of farms on large tracts of land and open areas with residential development interspersed throughout. The exceptions are in villages and hamlet areas which exhibit higher density development or in adjoining areas that may contain residential subdivisions. Residents who reside in the rural, less densely developed areas of a municipality often exhibit a live-and-let-live attitude and more tolerance toward zoning violations, especially if the violations have little or no impact on others. These real and significant distinctions geographically dichotomize the towns that abut the lakes. All other variables being equal, towns that border on Seneca and Cayuga Lakes and/or that contain villages and/or hamlets can expect their zoning officers to expend a disproportionate amount of time and effort dealing with zoning issues, violations and complaints in their higher density areas.

### **Comprehensiveness of Zoning Regulations**

Not all land use regulations are equivalent nor require the same amount of work effort to administer and enforce. Some zoning regulations are very comprehensive and detailed. Other regulations may be very rudimentary and exert only a nominal amount of control. For example, the Towns of Covert and Ovid have land use regulations (land management ordinances) that only establish minimum lot sizes. In contrast, the Village of Seneca Falls has much more detailed zoning regulations that divide the Village into zoning districts, the limit the types of uses within each district and that establish not only minimum lot size and width, but also minimum lot line setback requirements, maximum lot coverage and maximum height restrictions. The permitted types of land uses within each district are also specified. Comprehensive and detailed zoning regulations require much more work effort to enforce and administer than very basic regulations.

The Town of Fayette, as previously described, serves as an example of a community that has moved from very basic land use regulations to much more complex and detailed regulations. Obviously, the enforcement and administration of Fayette's and Seneca Fall's zoning regulations require much more time and effort than enforcement and administration of Covert's or Ovid's land management ordinance. Responding to and investigating complaints (legitimate or perceived) can be time consuming and can use up a larger proportion of a Zoning Officer's workday if the volume of complaints is high.

### **Public Official Philosophy Regarding Zoning Enforcement**

Zoning enforcement does not occur in a vacuum. Zoning officers are employed by and are accountable to the governing boards and must perform to the satisfaction of the governing body if the zoning officer is to remain employed. The governing body sets the tone. If a governing board prefers strict enforcement, it will be reflected in the resources provided to ensure the desired level of enforcement. Strict enforcement necessitates that a Zoning Officer has the time

and resources to actively search for violations in addition to the routine matters involving issuing permits and responding to complaints. Accordingly, a Zoning Officer's workload is determined, in part, by the level of enforcement the governing board wants for its community.

Searching for zoning violations, citing zoning violations and enforcing compliance can and often does comprise a large portion of a zoning officer's workday. This is especially true if the municipality's zoning regulations contain detailed and strict property maintenance regulations. The amount of work required to bring zoning and property maintenance violations into compliance can vary greatly from violation to violation. It depends on the responsiveness and willingness of the property owner to correct the violation. In some instances, with responsive and compliant property owners, all that is required is for a Zoning Officer to notify a property owner of the violation(s). In other situations, however, with less responsive property owners, zoning officers may need to send the property owner several notices, make several site visitations and even meet with the property owner several times to gain compliance. And with resistant or antagonistic property owners, the zoning officer may have to resort to taking violators to court.

Typically, enforcement efforts involving unresponsive property owners follow a progressive approach to encourage the property owner to voluntarily correct the violation before court action is undertaken. If the matter is taken to court, however, the zoning officer must appear in court and present documentation of the violation and past efforts to convince the property owner to correct the violation. The amount of time and effort a zoning officer expends on correcting zoning violations can be significant.

### **Property Maintenance**

An additional consideration with regard to trying to measure workload is the question of property maintenance enforcement. Usually, property maintenance regulations are stand-alone regulations. Property maintenance is technically not a component of land use regulations, although some municipalities have incorporated property maintenance regulations into their zoning regulations. Municipalities that have property maintenance regulations typically task their respective Zoning Officer or Code Enforcement Officer with the responsibility of enforcing such regulations. The NYS Uniform Fire Prevention and Building Code also contains a property maintenance chapter that is the responsibility of the Seneca County Building Inspectors to enforce. If any Seneca County municipality is not satisfied with the level of County's enforcement, the Town would need to adopt its own property maintenance regulations in order to be able to assume enforcement, as zoning officers lack the legal authority to enforce the State's property maintenance regulations. Although not an immediate consideration of this study, if the Town of Fayette elects to adopt its own property maintenance regulations at some future time, the enforcement workload would be expected to increase.

## SUMMARY AND CONCLUSION

Several variables determine the workload level for a Zoning Officer. These variables include:

- (1) Amount of Development - The amount of development and redevelopment occurring in a community determines the volume of zoning permits and the corresponding number of site inspections that will be necessary. The amount of development is, in turn, affected by the following variables:
- (2) Economic Conditions – If the current poor economic conditions continue unabated or worsen during the foreseeable future, the amount of commercial development and number of new homes or large additions constructed will likely diminish. On the other hand, poor economic conditions (if not too severe) may cause property owners to pursue more moderately or lower priced projects such as remodeling or refurbishing their homes, or constructing decks or smaller additions. Although larger-scale development projects typically require more detailed review and more frequent site visits, even smaller-scale projects require a minimum amount of review and minimum number of site visits. Conceivably, the future volume of zoning permits issued could continue at current levels even with smaller scale projects with little impact on the workload. Therefore it seems reasonable to anticipate sufficient change in the foreseeable future of the amount of development from current levels although developments projects may be somewhat smaller in scale if existing procurement conditions continue unabated.
- (3) Comprehensiveness and Level of Control of Zoning Regulations – In 2008, the Town of Fayette adopted much more comprehensive zoning regulations that impose greater control of land use. All other variables being equal, the Town’s new zoning regulations will increase the workload as zoning permits are required for a wider range of projects. In addition, more detailed zoning regulations can be expected to result in increased numbers of violations, at least until property owners become more familiar with the new zoning regulations. The Village of Seneca Falls has fairly comprehensive and detailed zoning regulations. As the Town of Seneca Falls (due to the dissolution of the Village) has assumed responsibility for enforcing the Village’s existing zoning regulations, the workload for the Town of Seneca Falls Zoning Officer has increased by 50 percent from 20 hours to 30 hours per week.
- (4) Density of Development – Typically, the density of development has a positive correlation with the volume of citizen complaints. The higher the density of development, the larger the volume of citizen complaints will occur (all other variables being equal). The Town of Seneca Falls Zoning Officer can anticipate receiving a higher volume of complaints arising from within the boundaries of the soon to be dissolved Village of Seneca Falls. With the more comprehensive land use regulations it recently adopted, the Town of Fayette can also expect greater numbers of citizen complaints to arise from the densely developed lakeshores especially as redevelopment continues to occur.

- (5) Philosophy of the Governing Boards – The adoption of more comprehensive and stricter zoning regulations in 2008, preceded by the adoption of a Comprehensive Plan has signaled that the Fayette Town Board is prepared to implement more aggressive zoning enforcement. This will likely translate to increased workload as the Town Board will want more proactive enforcement and greater effort undertaken to detect and correct violations.

Population trends and future projections suggest that whatever development that occurs in the Town of Fayette (or any other town in Seneca County for that matter) will not be driven by significant population growth during the foreseeable future. The 2009 Census estimate suggests that the 2010 population enumeration for Fayette and the other towns in Seneca County will not differ materially from 2000 Census figures. By and large, the municipalities in Seneca County are not growing in population. This is not to say that the stable population will result in a declining zoning workload. Development and redevelopment along the lakeshore in Seneca County described in *Sprawl Without Growth: The Upstate Paradox*, previously cited earlier, can probably be expected to continue in the foreseeable future. The impact, if any, of the current recession on the level of development occurring in Fayette and the other municipalities cannot readily be determined or quantified based on available data. The economic picture is currently bleak and if the current recessions continues long term or worsens, it would be reasonable to assume that fewer residential property owners will be willing to expend money on discretionary home expansions and/or improvements, let alone on the construction of new homes.

The building permit information provided for the years 2007, 2008 and 2009 as well as the 2010 zoning permit information for Fayette suggests that the recession has not yet affected the volume of building permits. At least in the short term, one could reasonably assume that the existing volume of building permits (and corresponding zoning permits) will continue at or near current levels. A significant increase in the volume, however, would not be expected during the next few years.

It is unlikely that the Town of Fayette would need or could justify employing a Zoning Officer full-time. The fact that Fayette's new land use regulations are more comprehensive and detailed will necessitate that the Town's Zoning Officer devote a greater amount of time to zoning enforcement than in past years. In addition, complaints of perceived or actual zoning and property maintenance violations are also likely to increase with the new land use regulations. These work tasks can be expected to result in an increase in the workload for zoning related work tasks. As so many variables are involved, the exact workload cannot be readily or accurately quantified. Overall, it is reasonable to assume that the workload in Fayette will be greater than prior to the adoption of the Town's new land use regulations. A work week ranging from 10 to 15 hours would be a reasonable estimate if the Town Board wants aggressive enforcement.

## **OPTIONS FOR ZONING ENFORCEMENT IN SENECA COUNTY**

Essentially, the Town of Fayette and any of the other Seneca County municipalities with adopted land use regulations have three (3) options for administering and enforcing their respective regulations and one (1) option for streamlining the process. These options include:

1. Centralize zoning administration and enforcement by authorizing Seneca County, through intermunicipal service agreements (i.e., contracting with the County), to administer and enforce each individual municipality's land use regulations on behalf of the municipalities.
2. Collaborate with each other through the use of intermunicipal service agreements whereby one municipality administers and enforces the zoning regulations of other municipalities that are party to the agreement, (i.e., clusters of municipalities working together employing one Zoning Officer to administer and enforce the zoning regulations of all participating municipalities.)
3. Continue the current practice with each municipality employing its own individual Zoning Officer.
4. Establish a county-wide uniform zoning and building code process.

### **OPTION 1: COUNTY-WIDE CENTRALIZED ZONING ENFORCEMENT**

Centralizing zoning enforcement at the County level offers some advantages and disadvantages. A discussion of these follows:

In most of New York State, the county government has no role in the enforcement of the NYS Building Code. Each individual municipality typically hires its own Building Inspector to enforce the NYS Building Code. If the municipality also has adopted zoning regulations, invariably the Building Inspector also serves as the municipality's Zoning Officer. The reason for this is due to the fact that building permits and zoning permits are very much interrelated and the work involved administering each set of regulations overlaps to a great extent. Generally, most, but not all, activities that require a zoning permit also require a building permit.

If zoning enforcement were to be centralized in Seneca County, the most appropriate department to perform the work tasks would be the Department of Planning and Development, which has responsibility for enforcing the NYS Building Code throughout the County. The County Planning Department employees four full-time Building Inspectors (often referred to as Code Enforcement Officers in other communities), one of which also serves as the Fire Marshal for the County, which occupies approximately three-quarters of his work effort. Due to the interrelationship of building permits and zoning permits, it would seem most appropriate for the County Building Inspectors to function as Zoning Officers as well.

## Advantage of Centralized Zoning Enforcement

Efficiencies Inherent in Overlapping Duties – As previously described, many small municipalities employ one person who holds the title of Building Inspector or Code Enforcement Officer with the dual responsibilities of enforcing the NYS Building Code and the local zoning code. Such employees issue both building and zoning permits often the same document functions for both permits. The permitting and inspection work tasks for zoning and Building Code enforcement initially appeared to be quite similar and it was anticipated that many of the building permit work tasks performed by the Seneca County Building Inspectors would overlap to a large extent with the work tasks required to enforce local zoning regulations and that this would result in substantial efficiencies if Seneca County's Building Inspectors had responsibility for enforcing both the local zoning regulations and the NYS Building Code. It appeared that the zoning work tasks could be *piggybacked* on top of and performed concurrently by the County's Building Inspectors and would reduce the total number of inspections and the amount of travel and work time that would be needed compared to the combined number of inspections and amount of travel and work time spent under the current conditions with separate entities enforcing zoning regulations. This would have been the case if the zoning-related work tasks and building-related work tasks could be performed within the same timeframe. Further investigation, however, revealed that the work tasks are sequenced along a time continuum with most of the zoning-related work tasks being performed before and after the Building Code work tasks are performed.

More in depth investigation revealed that most of the work tasks involved in administering and enforcing zoning regulations occur prior to the time a building permit is issued and construction begins, and after construction has been completed. Figure 5 illustrates the sequencing of tasks along the time continuum. The process can be viewed as occurring in three phases. Phase 1 is the pre-construction phase. Phase 2 is the construction phase and Phase 3 is the post-construction phase. Most of the zoning-related work occurs during Phases 1 and 3, while the work related to the NYS Building Code occurs during Phase 2. For, example, before a zoning permit is issued, the Zoning Officer must make a site pre-inspection to confirm that lot-line setbacks are adequate, to determine if the lot size, width, and depth are adequate, and to calculate lot coverage, etc. If a special use permit is required, then the matter would need to be referred to the town or village Planning Board and may have to be referred to the County Planning Board for approval. Some matters may need to be referred to the local Planning Board as well. Also, if a zoning permit is denied, the applicant may appeal the Zoning Board of Appeals for a use and/or area variance. None of these work tasks are inherent in the enforcement of the NYS Building Code. The zoning work tasks would be in addition to the normal work tasks that the County Building Inspectors currently perform. As a zoning permit must be issued before a building permit may be issued, most if not all of the steps associated with zoning enforcement would need to be completed before the County Building Inspectors would normally become involved in reviewing building plans and issuing building permits.

During the construction phase after the building permit has been issued, the Building Inspectors typically make multiple inspections which are scheduled to occur when certain thresholds or milestones are achieved to ensure that the structure is being constructed in compliance with the NYS Building Code and the approved plans and specifications. In contrast, a Zoning Officer may only need to make one or two site inspections as construction begins in order to verify the lot line set backs are consistent with the zoning permit. A Zoning Officer would have little involvement during the construction phase, but the County Building Inspectors would be engaged.

At or near the end of the construction phase, the Zoning Officer would then need to inspect the site again to confirm compliance with the zoning permit in order to be able to issue the zoning certificate of compliance. If work had been completed outside the scope of the zoning permit, the Zoning Office would need to take the necessary action to enforce compliance.

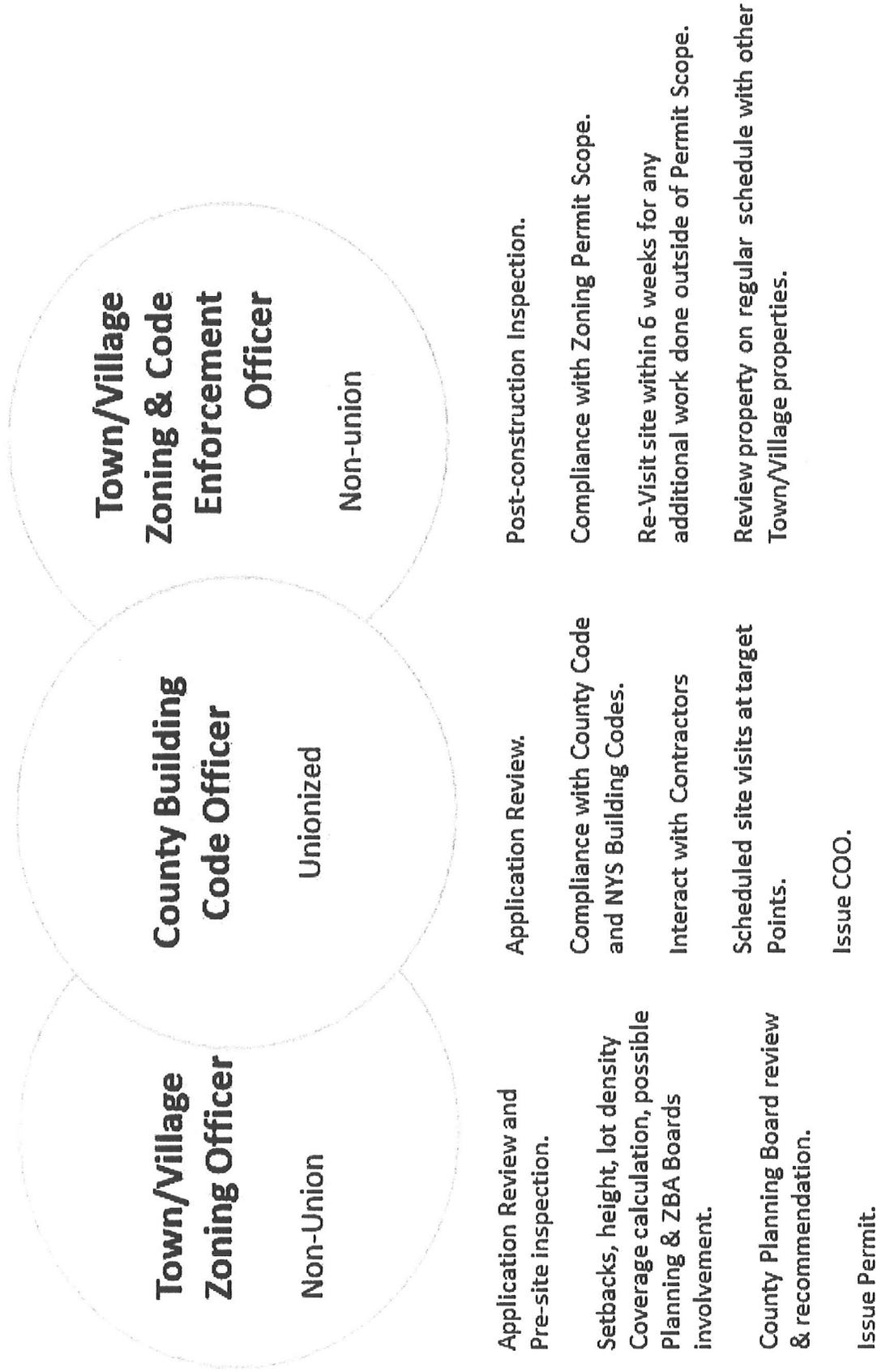
In addition to work tasks related to the construction projects, Zoning Officers must also perform other work tasks that are unrelated to construction projects. These duties include investigating citizen complaints, searching for and detecting zoning violations, and searching for and detecting structures that property owners have erected without obtaining a zoning permit. None of these work tasks currently fall within the County Building Inspector job title duties and therefore would have to be added over and above their current duties.

Not all structures require a building permit, but they may require a zoning permit. Examples include fences and small storage sheds. It is not uncommon for property owners to erect a fence or to construct a small storage shed without first obtaining a zoning permit. It is also not uncommon for a property owner to convert the use of a building (without any construction occurring) or land to a use that is not permitted in the zoning district in which the property is located. In order to ensure thorough enforcement of a community's zoning regulations, it is necessary for a Zoning Officer to periodically travel along all streets, roadways and highways within the community to search for and detect zoning violations. Often, especially when it involves unpermitted uses of a structure or land, this work needs to be performed in the evenings or on weekends outside of what would be the County Building Inspector's normal workweek. Investigating citizen complaints and searching for zoning violations can and does account for a large proportion of a Zoning Officer's work time, often as much as 40 percent to 60 percent.

**FIGURE 5**

Although there could be some overlap of duties the focus of inspection and duties are unique with each phase of a project

County Building Code Work can be completed in the normal day work hours. Zoning and Code Enforcement typically require evening and week-end work hours to be most effective.



## Barriers to and Disadvantages of Centralized Zoning Enforcement

Despite the efficiencies that county-wide centralized zoning may offer, the centralization of zoning enforcement also has some barriers and presents some disadvantages.

- a. Lack of Uniformity of Zoning Regulations - While the NYS Building Code is uniform throughout New York State, zoning regulations vary from municipality to municipality in terms of scope, complexity, standards and requirements. If the Seneca County Building Inspectors were tasked with also enforcing the zoning regulations of the Towns and Villages in Seneca County, the Building Inspectors would have to become familiar with multiple sets of zoning regulations. Although zoning principles are uniform, the specific details and requirements of each set of zoning regulations can differ substantially. County Building Inspectors would likely need to consult the zoning regulations much more frequently as it would be difficult if not impossible for each to memorize or become intimately familiar with multiple sets of differing zoning regulations. This would contribute to inefficiencies.
- b. Volume of Zoning Complaints and Violations – Zoning enforcement, unlike Building Code enforcement, involves investigating citizen’s complaints about actual or *perceived* zoning violations. The more comprehensive and more detailed the zoning regulations, the greater the number of citizen complaints that are likely to arise. As previously discussed, larger volumes of zoning complaints occur in areas of high density and especially in areas like the lakeshores where parcels are small and violations (and complaints) much more likely to occur. The amount of travel time and expense needed to resolve complaints and violations would be expected to increase. Although the Seneca County Department of Planning may be able to enforce zoning regulations for one municipality without having to increase its staffing, it is unlikely that the County Planning Department would be able to enforce the zoning regulations of more than two municipalities without increasing its staffing especially if there are significant numbers of violations and complaints with which to contend.

Even if the County Planning Department assumed the responsibility for enforcing one municipality’s zoning regulations, there is a question as to the level of service the County could provide with existing staffing. For example, the Town of Seneca Falls Zoning Officer (prior to the Village of Seneca Falls dissolution vote) worked 20 hours per work to perform his duties. The current Zoning Officer for the Town of Waterloo works a 26.25 hour workweek to perform his duties. The population of the Town of Seneca Falls is only slightly smaller than the population of the Town of Fayette and the population of the Town of Waterloo is moderately larger than the population of Fayette. Although, the Towns of Seneca Falls and Waterloo are more densely developed, the land area of the Town of Fayette is more than twice that of both the Towns of Seneca Falls and Waterloo. In addition, the Town of Fayette has approximately 10 linear miles of shoreline with development similar in density to the density one would find in a village. Comparing the number of building permits issued in the three towns provides a means of comparing development activity in each. During the time period 2007-2009 inclusive, 97 building permits were issued in the Town of Seneca Falls, 121 in the Town of Waterloo, and 137 in the Town of Fayette. Based on the foregoing information, it would not be unreasonable to anticipate that a Zoning Officer working for the Town of Fayette would need to have a 10 to 15 hour workweek in order to provide a level of service and

enforcement equivalent to that provided in the Town of Waterloo or Seneca Falls. Whether or not the Seneca County Planning Department could provide an equivalent level of service with its existing staffing is questionable.

- c. Collective Bargaining Issues – The Seneca County Building Inspectors are members of the Civil Service Employees Association (CSEA), the collective bargaining unit that represents most Seneca County employees. Seneca County is legally bound to adhere to the terms and conditions set forth in the collective bargaining agreement between the County and the CSEA. Part-time employees are also covered under the collective bargaining agreement. Seneca County is required to negotiate with the CSEA any changes in work duties and/or work hours. Therefore, before Seneca County could legally incorporate the zoning enforcement duties into the Building Inspector job title, County officials would be required to negotiate with CSEA the change in job duties and the impact it would have on the Building Inspectors.

Typically, collective bargaining units demand higher pay in exchange for assuming additional work duties. It would be anticipated that the Seneca County Building Inspectors would demand higher wages for undertaking the additional duties of enforcing municipal zoning regulations. Contemplating this, Seneca County management and personnel officers have evaluated the knowledge, skill and duties required for enforcing zoning regulations and have come to the conclusion that they do not differ from the knowledge, skills and duties required for the County Building Inspector. In fact, the minimum qualifications for zoning enforcement may actually be lower. Accordingly, Seneca County management and personnel officials have determined that an increase in wages would be inappropriate. Although Seneca County would be required to bargain the change in work duties, the County would not be compelled to increase the wages.

The bargaining unit, if unwilling to accept the County's position, could declare negotiations at an impasse and request a mediation and ultimately fact finding in accord with the Public Employment Relations Board (PERB) rules and procedures. After a fact finder issues his/her report and recommendations, the Board of Supervisors would be free to impose the additional duties on the County Building Inspectors without providing additional compensation. Such action, however, could cause the Building Inspectors to become hostile toward enforcing municipal land use regulations. Hostile employees could undermine or sabotage zoning enforcement efforts, thereby creating problems for Town or Village Boards.

During the interim period that Seneca County has been enforcing the Town of Fayette's land use regulations as previously discussed, the County's Building Inspectors refused to accept responsibility to enforce Fayette's zoning regulations. They threatened to file a grievance or improper employee practice charges if the County Planning Director made an effort to require them to enforce Fayette's zoning regulations. As a result, the Director of the Seneca County Department of Planning and Development himself assumed the responsibility for performing the zoning work tasks during the interim time period until the Town of Fayette determined a more permanent means for the enforcement of the Town's zoning regulations. The County charges the Town of Fayette \$45.00 per hour for the Planning Director's services and to recoup its expense. The actions of the County Building Inspectors indicates that they are either unwilling to perform zoning enforcement work and/or are positioning themselves in preparation for attempts to

bargain for higher wages should the Town of Fayette elect to contract with Seneca County for zoning enforcement beyond the interim period.

It is also quite common for town and village boards to require their respective Zoning Officers to attend town and village board meetings. Often a municipal Zoning Officer is required to attend meetings of the Town or Village Board, as well as the Planning Board and Zoning Board of Appeals meetings. All or nearly all such meetings are held in the evenings, outside the Seneca County Building Inspectors' normal workday. As the CSEA collective bargaining agreement calls for the payment of overtime at a rate of 1-1/2 times an employee's normal 37.5 work week, attending evening meetings would qualify for the overtime pay rate. Attendance at two or three dozen evening meetings annually for each community whose zoning regulations are being enforced by the County is a possibility. This could add up to an appreciably large amount of overtime pay, offsetting, at least in part, the efficiencies achieved by combining the work of Building Inspector and Zoning Officer into a single job title. Ultimately, the municipalities that contract with the County will have to pay for the full cost of the zoning enforcement services, including paying the overtime wages of Building Inspectors who attend the evening meetings. The County may be able to circumvent these higher wage expenses by creating and using part-time Zoning Enforcement Officer positions. This would allow for greater scheduling flexibility and could eliminate the need to pay overtime at time and a half.

Lack of Critical Mass and Lack of Interest in Centralization – While the NYS Building Code is State mandated and must be enforced in all municipalities across New York, land use regulations are optional and the adoption of such regulations are left to the discretion of each individual municipal governing body. Of the 15 Towns and Villages comprising Seneca County, five (5) have not adopted zoning regulations, two (2) have adopted land management ordinances that regulate only the minimum lot sizes, and eight (8) have adopted full-scale zoning regulations. All seven, plus the two communities with land use management plans, were invited to participate in this feasibility study, but only four expressed interest, including the Town of Fayette (the lead municipality) and the Towns of Seneca Falls, Romulus and Covert. The Town of Covert ultimately declined to participate.

Despite the Town of Romulus agreeing to participate, Romulus has been nonresponsive to invitations to steering committee meetings and to requests for Town zoning enforcement data. The Village of Seneca Falls is also essentially participating by default, as a Village dissolution referendum held in March 2010 was approved and during the interim the Town of Seneca Falls has assumed responsibility for enforcing the Village's zoning regulations. The Village of Seneca Falls will legally cease to exist on December 31, 2011. This leaves the Towns of Fayette and Seneca Falls as the only two active participants in this feasibility study. The very low participation indicates that the other municipalities have little or no interest in county-wide centralized zoning administration and enforcement.

Legal Barriers – There appears to be a legal barrier to centralizing zoning enforcement at the County level. The General Municipal Law is the enabling legislation enacted by the State Legislature that permits municipalities to contract with other municipalities for the provision of municipal services. Section 119-o states,

*“...municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their **respective** functions, powers and duties on a cooperative or contract basis or for the provision of a joint service....”* [Emphasis added]

Municipal corporation is defined to mean any,

*“...county outside of the city of New York, a city, a town, [and] a village,”*

The term joint service is defined to mean,

*“ joint provision of any municipal facility, service activity, project or undertaking or the joint performance or exercise of any funding or power which each of the municipal corporations or districts has the power by any other general or special law to provide, perform or exercise **separately**....”* [Emphasis added]

Section 119-u of the General Municipal Law addresses intermunicipal cooperation in matters specifically involving comprehensive planning and regulating land use which states,

*This section is intended to illustrate the statutory authority that any municipal corporation has under article five-G of this chapter and place within land use law express statutory authority for cities, towns and villages to enter into agreements to undertake comprehensive planning and use regulations with each other or one for the other, and to provide that any city, town, or village may contract with a county to carry out all or a portion of the **ministerial** functions related to the land use of such city, town or village as may be agreed upon.* [Emphasis added]

In addition to the foregoing, NYS Comptroller Opinion 90-53 references case law with regard to distinguishing between ministerial and discretionary functions. The opinion states,

*Discretionary or quasi-judicial acts involve the exercise of reasoned judgment which could typically produce different acceptable results whereas a ministerial act envisions direct adherence to a governing rule or standard with a compulsory result.*

*It is well-settled that the decision of local officials whether to enforce a zoning or building code in a give instance is **discretionary** in nature.* [Emphasis added]

*...while the issuance of a building permit has been held to be discretionary when the function involves the power to vary or request modifications in the qualifying criteria, the function has been held to be ministerial when it only requires adherence to definite standards without any “latitude” of choice.*

*Thus, although the functions of a building inspector generally involve the exercise of police powers and the performance of discretionary functions, it appears that a building inspector may also act in a ministerial capacity when performing a function which only requires adherence to a pre-determined definite standard.*

As Section 119-u specifically cites *ministerial* functions as the type of land use functions that cities, towns and villages may delegate to counties to perform or their behalf through contractual agreements and, taking into consideration the other foregoing sections of the General Municipal quoted above, it appears that cities, towns and villages do not have the legal authority to delegate discretionary land use functions to counties. Therefore, it appears that the towns in Seneca County could contract to have Seneca County issue routine zoning permits on their behalf, but has no authority to contract with Seneca County to perform zoning enforcement functions on behalf of the towns.

Political Barriers – Interviews were conducted with some of the local officials representing non participating municipalities to determine the reason they did not participate in this study. Essentially, interviewees stated that the various municipalities comprising Seneca County are very different in character from each other and that the philosophies of the governing bodies of each with regard to regulating land use regulations and enforcement vary substantially. As previously stated, zoning and property maintenance enforcement does not occur in a political vacuum. The municipal governing board of a community typically sets the tone for the degree of control and the level and strictness of enforcement within the municipality. Some of those interviewed perceive that it would be nearly impossible to develop county-wide land use regulations that would be acceptable to all the municipal governing bodies in Seneca County. It is one thing to have a State-imposed uniform building code, but it would be quite another matter to voluntarily work out land use regulations acceptable to all of Seneca County's municipal governing bodies and achieve a meeting of the minds.

Due to differing philosophies relating to land use control, some governing boards have chosen to impose no control, others minimal levels of control and others higher, more detailed levels of control. Even among municipalities that have adopted land use regulations, some governing bodies may prefer strict adherence and rigorous enforcement while others may prefer modest enforcement that allows for greater leniency, with strict enforcement reserved for only egregious violations.

Municipal governing bodies can and do exert substantial direct control over the Zoning Officers they employ. Municipal boards may lose appreciable control over Zoning Enforcement if the enforcement were to be provided by Seneca County, even if a detailed intermunicipal agreement were developed that stipulated enforcement standards. As County employees are not accountable directly to local municipal boards, ensuring that the level of enforcement and the tone and approach reflects the wishes of each local government body could be challenging due to philosophical differences between and among the governing bodies.

Another important consideration is that Seneca County and the municipalities within the County do not have a strong history of successful collaborations. There appears to be an

underlying level of distrust that could impede the successful implementation of county-wide centralized zoning enforcement. It was articulated at one of the steering committee meetings that constituents of one community would most likely not accept or view zoning enforcement favorably if the Zoning Officer was not a resident of that community. These factors coupled with the lack of interest evidenced by the very low level of participation in this study suggest that the timing for attempting to centralize zoning enforcement County-wide is not at hand.

### **Strategies for Overcoming Barriers to Centralized Zoning Enforcement**

Legal Barriers – The initial step would entail a Town Attorney or the County Attorney requesting the State Comptroller to issue an opinion on whether or not towns and villages may contract to have a county provide carry out discretionary functions associated with the enforcement of local land use regulations. If State Comptroller is of the opinion that the current enabling legislation does not permit towns and villages to contract with a county to carry out discretionary land use enforcement functions, the municipalities within Seneca County that want to contract with the County for such services would need to petition their Assemblymen and State Senators to request special legislation for the authority.

Political Barriers - The most significant obstacle to implementing county-wide zoning administration and enforcement stems from political opposition. Without the political support of the municipal governing boards, efforts to centralize zoning enforcement will have low prospects of succeeding. The political opposition is attributable to several factors including, but not necessarily limited to, (1) different philosophical perspectives to land use regulation, (2) a real or imagined fear of losing local control over zoning enforcement, (3) a lack of trust between and among municipalities, and (4) a fear or perception that some municipalities will derive greater benefit at the expense of the others.

In view of the current environment in Seneca County, efforts to implement county-wide zoning enforcement in one fell swoop will not likely succeed. Smaller scale intermediate steps need to be taken to demonstrate and convince elected and appointed local government officials that the municipalities in Seneca County can successfully collaborate with each other with all participants benefiting from the collaborations. Undertaking smaller collaborative efforts as intermediate steps involving two or three municipalities or one or two municipalities and the County would seem to have a much better opportunity for achieving success. Successful collaborations can provide municipal governing bodies with mutually rewarding experiences that will build trust and rapport. Such small success can be used to construct a foundation upon which to build more extensive collaborations for zoning enforcement or for other intermunicipal shared services.

Western Orleans County provides a very good example of what can be achieved using small, intermunicipal collaborative successes to achieve more extensive collaborations. The western third of Orleans County is comprised of the Towns of Yates, Ridgeway and Shelby and the Villages of Lyndonville and Medina. These municipalities have had a history of cooperatively working with each other. This history of cooperation resulted in a high level of trust and commonality of identity and philosophy which culminated in

2001 when the five municipalities worked together to jointly prepare a Comprehensive Plan.

Following the adoption of the Comprehensive Plan, the three Towns formed a joint committee which developed zoning regulations for all three communities. Although each Town adopted its own separate set of zoning regulations with small differences, the vast majority of the regulations are common to all three Towns. In addition, although the Towns do not have a formal intermunicipal agreement, they have informally agreed to employ the same person as their respective Zoning Officer. He works part-time for each Town. Their common Zoning Officer functions as a circuit rider with separate offices and office hours at each Town Hall. Notwithstanding his set schedule, he is afforded the flexibility of adjusting his work effort to meet the needs of residents and businesses in any of the three Towns regardless of where he is scheduled to be working. Another benefit is that the three Towns informally share the Code Officer's training expenses.

Additional strategies for overcoming this political barrier are provided later in this report in the recommendations section.

## **OPTION 2: SMALL-SCALE INTERMUNICIPAL COLLABORATIONS**

Two or three municipalities working collaboratively with or without County participation to provide zoning administration and enforcement can avoid most inherent obstacles to centralizing zoning enforcement on a county-wide basis while overcoming some of the disadvantages of each municipality independently hiring its own Zoning Officer.

### **Advantages of Small-Scale Intermunicipal Collaborations**

Ability to Attract and Retain Better Qualified Candidates - One of the most significant difficulties rural, sparsely populated municipalities often encounter is the problem of recruiting and retaining qualified Zoning Officers. Each rural municipality, acting independently, typically has limited financial resources to pay for zoning enforcement within its jurisdiction. Low salaries or low wages and limited work schedules can make it difficult to attract well qualified and knowledgeable candidates. Persons hired to fill such positions frequently have full-time jobs and view the part-time Zoning Officer position as a moonlighting job and a way to supplement their income. It may be possible to attract a well qualified retired person who wishes to supplement his/her pension or fixed income, but it is not probable.

Two, three or even four rural municipalities willing to collaborate can often provide sufficient workload and combined pay to attract and retain better qualified candidates. In some situations, the combined workload is sufficient to warrant a full-time position and, if not full-time, at least enough hours of work and sufficient pay to retain the employee for longer durations. The combined earnings also can approach the earnings of a full-time position. Less employee turnover of Zoning Officers would be expected as well.

Improved Service to Residents and Businesses - Due to the increased work hours that would result from collaborative zoning enforcement, the person serving as the joint Zoning Officer could provide a higher level of service and have greater flexibility to adjust work schedules to better meet the needs of the residents and businesses in each

community, provided however, that the participating municipalities are agreeable to such flexibility. If the person serving as a Zoning Officer has some other full-time job, the zoning work has to occur around the schedule of his full time job. This may not be convenient for residents or businesses, which may result in poor service.

Maintenance of Local Control – A reasonably high level of local control can be maintained and exercised through intermunicipal zoning enforcement collaborations. This can be achieved by creating a committee comprised of officials representing the participating municipalities. The oversight committee should meet frequently, monthly initially, to ensure that the collaboration is operating smoothly and to all participating parties' satisfaction. Issues and problems that may arise from time to time can be addressed and resolved quickly to avoid jeopardizing the collaboration. The Zoning Officer can also be required to attend such meetings as warranted to ensure good communications and direction. Such efforts will serve to reduce the potential for miscommunications or misunderstandings.

### **Barriers and Disadvantages of Small-Scale Intermunicipal Collaborations**

Numerous Board Meetings – As previously stated, Town and Village boards frequently require their Zoning Officers to routinely attend monthly meetings of the municipal governing body. In some communities, the Zoning Officer is also required to attend Planning Board meetings that typically occur monthly as well. Zoning Officers are usually required to also attend Zoning Board of Appeals meetings, as matters before the Boards of Appeals involve actions taken by the Zoning Officer. Although many Zoning Boards of Appeal in rural communities meet only on an as-needed basis, the aggregate number of meetings can become burdensome to a Zoning Officer. The number of annual meetings could range from 24 to more than 30 for *each* municipality. The number of meetings annually could double or triple if two or three municipalities were involved in zoning enforcement collaboration. Such a heavy meeting schedule could deter candidates and could cause frequent turnover unless the Zoning Officer is paid to attend the meetings or unless compensatory time is provided or some other arrangement is worked out that relieves the Zoning Officer from attending such a large number of meetings.

### **Strategies for Overcoming Barriers to Collaborative Zoning Enforcement**

The most significant barrier to intermunicipal collaborations is the potentially large number of evening meetings that a single Zoning Officer may be required to attend. Attendance at many evening board meetings would be burdensome. Means for overcoming this barrier include the following: One, limit the number of municipalities in the collaboration to no more than two. Two, require the Zoning Officer to attend board meetings only when his/her attendance is essential. If the Zoning Officer has no substantive role to play in the meeting, his/her attendance would not be necessary. Three, pay the Zoning Officer additional wages or a stipend for attending meetings and/or provide compensatory time off from his/her normal work schedule. Of course, a combination of these three measures could be used as necessary and appropriate to each individual situation.

### Legal Barriers

As outlined in the Centralized Zoning Enforcement Option, the NYS Comptroller would need to issue an opinion on whether or not Towns and Villages may turn over administration local land use regulations.

### Political Barriers

The only political barrier to this option is the support of the involved Town Boards to enter into intermunicipal agreements for the purpose of land use enforcement through the sharing of employee(s).

## **OPTION 3: CONTINUE CURRENT PRACTICE WITH EACH MUNICIPALITY EMPLOYING ITS OWN INDEPENDENT ZONING OFFICER**

Municipalities in Seneca County, of course, could continue the past practice of hiring their own individual Zoning Officers. The advantages and disadvantages have been identified and explained during the previous discussions, but are briefly recapitulated here.

### **Advantages of No Centralization or Collaboration**

Total Local Control Maintained – By employing its own individual Zoning Officer, a municipal governing body can maintain complete and exclusive control of its zoning enforcement function.

### No Legal Barriers

Municipalities continuing to provide these services for themselves presents no legal challenges or procedural changes to provide zoning enforcement services.

### Political Challenges

Municipalities continuing to provide these services for themselves presents no political barriers.

### **Disadvantages of No Centralization or Collaborations**

Attracting and Retaining Qualified Candidates Can Be Difficult – Candidates with good qualifications may be difficult to attract due to the limited number of hours of work and corresponding low earnings. More frequent employee turnovers may occur if more lucrative opportunities come along to entice away the Zoning Officer. Frequent turnovers can result in disruptions of services and the position may remain vacant for longer periods of time, leaving the municipality without anyone to enforce and administer to land use regulations.

Poor Quality Zoning Administration and Enforcement - The quality of zoning administration and enforcement can be substandard if unqualified or poorly qualified persons are the only type of candidates that can be attracted to apply.

Poor Records Maintenance is Possible – Zoning Officers who work only a few hours per week may not be able to maintain good zoning records. Frequent employee turnover can result in a lack of continuity in record keeping and poorly organized and maintained records.

## **DECISION MATRICES**

Decision matrices summarizing the evaluation of each of the foregoing alternatives are presented on the following three pages of this study.

| <b>Alternative 1: Municipalities contract with Seneca County for zoning enforcement services</b>   |  |
|--|--|
| <b>Pros</b>  | <b>Cons</b>  |
| <ol style="list-style-type: none"> <li>1. County Building Inspectors are well trained professionals who could easily and quickly learn and pick up the knowledge and skills needed to administer and enforce local zoning regulations.</li> <li>2. Although the work tasks for enforcing the NYS Building Code and local zoning regulations are distinct and separate and do not necessarily overlap in the sequence of steps, a small amount of overlap could be arranged for efficiency purposes.</li> </ol> | <ol style="list-style-type: none"> <li>1. The cost to contract with Seneca County would be more expensive than if two or three municipalities collaborated to provide for their own zoning enforcement.</li> <li>2. The Town Board(s) would have much less control over zoning enforcement within their communities as County employees are not accountable to Town Boards.</li> <li>3. The CSEA collective bargaining agreement limits the County's ability to change an employee's work schedule. Building Inspectors must be paid overtime at time and half their normal rate for hours worked outside their normal work week. Required attendance at various evening municipal board meetings or enforcement work performed in the evenings or weekends would add to the cost.</li> <li>4. The County is required to negotiate with the collective bargaining unit changes in work duties in accord with State regulations. County's the bargaining unit will likely only accept the additional work duties in return for higher wages which the County has determined are not warranted. Imposing the additional duties on the Inspectors will likely create resentment and a bad attitude which could translate into public relations problems for the Town Boards.</li> <li>5. As investigating complaints of zoning violations and/or detecting violations and enforcing compliance requires approx. 40% to 60% of a Zoning Officer's work time, it would likely be necessary to increase the complement of County personnel if the County assumed the enforcement of zoning for more than one Town.</li> <li>6. Only two municipalities with zoning regulations participated in this feasibility study evidencing little interest. Public officials of nonparticipating communities stated that they did not to participate due to skepticism that centralized zoning enforcement or even collaboration could be successfully implemented due to wide differences in the character of each community and the philosophies of the governing bodies.</li> </ol> |
| <b>Feasibility Obstacles, Constraints &amp; Considerations</b>   |  |
| <ol style="list-style-type: none"> <li>1. All other factors being equal (number of applications, type and scale of development, number of complaints and violations detected, the costs to participating Towns would be greater than if the Towns were to contract with each other to provide zoning services.</li> </ol>  | <ol style="list-style-type: none"> <li>1. Section 119-u of the General Municipal Law authorizes towns and villages to contract with counties for perform <i>ministerial</i> zoning functions related to land use, no such authority exists for delegating <i>discretionary</i> zoning functions, i.e., police powers).</li> <li>2. The collective bargaining unit representing Building Inspectors may not willingly accept the additional duties without additional compensation. If imposed on them, the Building Inspectors they may become resentful and hostile which could cause public relations problems.</li> </ol>   |

**Alternative 2: Town of Fayette and other municipalities collaborate to provide their own zoning enforcement through an intermunicipal service agreement**

| Pros  | Cons   |
|---|--|
| <p>1. Participating Towns would have greater control over zoning enforcement as the Zoning Officer would be accountable directly to the participating Town.</p> <p>2. A collaboration would provide the Zoning Officer with more work hours per week than if each municipality independently hired separate Zoning Officers. This would result in higher earnings and would help to attract better qualified candidates.</p> <p>3. If the position exceeds half-time, the position would become a competitive Civil Service position and candidates would be required to pass a Civil Service exam to be eligible for appointment. The exam would likely screen out poorly qualified candidates.</p> <p>4. Two municipalities collaborating would likely be able to provide for adequate zoning enforcement with a Zoning Officer position that is less than full-time and accordingly would not need to provide fringe benefits for the position. This would be less expensive than if the position were full time and the municipality had to provide fringe benefits.</p> <p>5. Even if the joint Zoning Enforcement Officer position was full-time, if the position is not represented by a collective bargaining unit, the municipalities would have greater flexibility to adjust the employees' work schedule and use compensator time off to avoid having to pay overtime wages at time and half.</p> <p>6. The greater flexibility in determining the Zoning Officer's work schedule would enable the collaborating municipalities to provide more convenience service for its residents and better enforcement.</p> | <p>1. If the position exceeds half-time (18.75 hours per week for a 37.5 hour work week or 20 hours for a 40 hour work week), candidates for the position would be required to pass a competitive Civil Service exam to be eligible for appointment. The Civil Service <i>rule of three</i> would apply and only the three candidates with the three highest scores would be eligible for appointment. This would limit the number of candidates from which to make an appointment.</p> <p>2. Any collaboration requires participating parties to make an ongoing active effort to resolve issues and problems that may arise from time to time to ensure the success of the collaborative undertaking. This may necessitate that parties demonstrate some flexibility and compromise from time to time to find ways to resolve issues or problems without destroying the collaboration.</p> <p>3. As a practical matter, no more than three or four municipalities could collaborate to jointly employ a Zoning Officer especially if the Zoning Officer is required to attend evening Town Board, Planning Board and Zoning Board of Appeals meetings of each participating municipality.</p> <p>4. A Zoning Officer employed by one of the collaborating municipalities may be viewed by residents of the other collaborating municipalities with suspicion and disdain. Residents harboring such sentiments may cause aggravation for the elected officials of their respective communities in an effort to have a resident of their own community replace the Zoning Officer.</p> |
| <p><b>Financial Considerations</b></p> <p>1. All other factors being equal (number of permit applications, type and scale of development, number of complaints filed and number of violations detected), the costs to participating Towns would likely be comparable to the cost if the Towns employed their own individual Zoning Officers. If the joint position were less than full-time, the participating Towns, fringe benefits would not have to be paid to the Zoning Enforcement officer which minimizes the cost.</p>   | <p><b>Feasibility Obstacles, Constraints &amp; Considerations</b></p> <p>1. Officials of each participating municipality would need to trust the municipally that actually employed the Zoning Officer. In an atmosphere of distrust, the potential for implementing a collaboration and continuing it successfully for the long term would be difficult.</p>  |

**Alternative 3: Each municipality independently employs its own Zoning Officer to provide for its own zoning enforcement.**

| Pros  | Cons   |
|---|--|
| <p>1. Each municipality has unfettered control of its respective Zoning Officer and zoning enforcement efforts.</p>   | <ol style="list-style-type: none"> <li>1. It may be difficult to recruit and retain qualified persons as the Zoning Officer due to the limit earnings that would be possible due to the limited number of work hours each week. Turnover can result in disruption of service and poorly maintained and organized zoning records.</li> <li>2. If the Zoning Officer position represents a moonlighting position for the person appointed to fill the position, his/her work schedule will be dictated by his/her work schedule for his/her full-time job. The person's availability may result in poor service to property owners.</li> </ol> |
| <p><b>Financial Considerations</b></p>  | <p><b>Feasibility Obstacles, Constraints &amp; Considerations</b></p>  |
| <ol style="list-style-type: none"> <li>1. All other factors being equal (number of permit applications, type and scale of development, number of complaints filed, number of violations detected and the level of enforcement, the costs to Towns would likely be comparable to the cost if the Towns were to collaborate.</li> </ol> | <ol style="list-style-type: none"> <li>1. It may be difficult to recruit good qualified candidates and to retain them. If a wage lower than the market rate wage were offered, good qualify candidates may not apply resulting in a pool of poorly qualified candidates.</li> </ol>  |

#### **OPTION 4: ESTABLISH A COUNTY-WIDE UNIFORM ZONING AND BUILDING CODE PROCESS**

As previously discussed and described under Option 1 above, zoning administration and enforcement is inherently different from Building Code administration and enforcement, although on the surface they appear to be similar. In addition, as was pointed out, the sequence of events and tasks performed relating to zoning administration and enforcement differ both in nature and timing compared to the events and tasks relating to the administration and enforcement of the NYS Building Code. Thus partial centralization with only a few municipalities participating would likely not increase the efficiency of zoning enforcement and administration. This coupled with the disparity among the zoning regulations of those municipalities that have adopted zoning regulations would likely contribute to inefficiencies even if all the communities with adopted zoning regulations participated in a countywide, centralized zoning enforcement program.

On the other hand, if the municipalities that have adopted zoning regulation could be persuaded to both participate in a countywide program and to work together to harmonize their individual land use regulations in order to reduce the disparity and increase the similarity of their land use regulations, the efficiency with which countywide zoning enforcement and administration could be carried out would be enhanced substantially. Seneca County currently provides for County-wide enforcement and administration of the New York State Uniform Fire Prevention and Building Code. As such, the establishment of a uniform process for both zoning and building code enforcement would work best at the County level.

Measures have been recently implemented by the Seneca County Building Department to improve interfacing the zoning and building permitting process in order to establish greater uniformity countywide. Technically, building permits should not be issued until the applicants have first obtained the zoning permits (and special permits and/or area and use variances, if necessary). In the past, it was not uncommon for applicants to seek building permits before obtaining the zoning permits. No procedure was in place to ensure that the applicants had obtained the necessary zoning permits. In some cases, once the building permit was issued, the persons never obtained the zoning permits and proceeded to construct buildings or structures in violation of the local zoning regulations. This situation has created some significant and long-standing problems not easily resolved.

Recently, the Seneca County Building Department implemented a requirement that a building permit applicant must present the County Building Inspectors with a local zoning permit or a letter written by the local Zoning Officer stating that a zoning permit is not required before the County Building Inspectors is authorized to issue a building permit. The implementation of this procedure will obviate the problem just described.

In many cases, Seneca County residents are not aware of local zoning requirements let alone understand the zoning regulations and permitting process. This most likely accounts for the numerous applicants seeking building permits before obtaining the required zoning permits. One measure that can be taken is to increase the public's

awareness of local zoning regulations and a better understanding of the zoning permitting process vis a vis the NYS Building Code and building permitting process. However, if centralized zoning and Building Code enforcement were vested in the County, the potential for the aforementioned problems arising would be eliminated. Applicants would make a joint zoning and building code application to a single entity, i.e., the County rather than through the dual application process that exists today. Zoning Code review and compliance verification would become the initial phase of the new uniform process.

### **Advantages of a Uniform Zoning and Building Code Option**

#### Efficiencies Inherent in Overlapping Duties

As outlined in the Centralized Zoning Enforcement Option, a uniform process would create efficiencies in the inspection process. Particularly at the initial and final stages of the inspection process, zoning officers and building code officers are making duplicate inspections. A uniform process would eliminate these overlapping efforts and reduce the aggregate number of being conducted county-wide.

#### Ability to Attract and Retain Quality Candidates

A uniform process would mean that full-time County personnel would be providing these services. As required by Civil Service and New York State, these employees must meet requisite job requirements and complete a comprehensive training program upon hire.

#### Improved Service to Residents and Businesses

Rather than the current process which requires applicants to deal with two levels of government for one project, a uniform process would streamline the application and inspection process and provide for a more timely approval of development plans.

### **Barriers and Disadvantages of Uniform Zoning and Building Code Process**

#### Loss of Local Control

Municipal governing bodies can and do exert substantial direct control over the code officers they employ. Towns and Villages may lose appreciable control over Zoning Enforcement if it were to be rolled into a uniform process at the County level. As county employees are not accountable directly to local municipal boards, ensuring the level, tone and approach to enforcement would be out of the direct control of Towns and Villages.

This is a common theme throughout Seneca County and one that the study group heard consistently from Town and Village leadership. In addition, municipal boards may be reluctant to make an effort to harmonize their land use regulations again out of the fear of the loss of control.

### Lack of Critical Mass and Lack of Interest

While the New York State Building Code is State mandated and must be enforced in all municipalities across the County, land use regulations are optional and left to each individual municipal governing body. Of the 15 Towns and Villages in Seneca County, five (5) have no adopted zoning regulations, two (2) have minimal regulations and eight (8) have adopted full scale regulations.

All 15 municipalities were invited to participate in this study although only three (3) actively participated.

### Legal Barriers

As outlined in the Centralized Zoning Enforcement Option, the NYS Comptroller would need to issue an opinion on whether or not Towns and Villages may turn over discretionary enforcement functions of local land use regulations.

## **Strategies for Overcoming Barriers to a Uniform Zoning and Building Code Process**

### Political Barriers

A lack of political support is the most significant challenge to this option. Political opposition is attributable to a number of factors. They include: (1) differing philosophies about land use; (2) fear of losing local control of land use; (3) a lack of trust between and among municipalities; and (4) a sense that some municipalities will derive greater benefit at the expense of others.

A strong case must be made that improved service delivery and cost reductions will outweigh the above concerns that prevent political support at this time.

### Legal Barriers

The initial step would entail a State Comptrollers Opinion on turning these discretionary functions over to the County. Thereafter, Intermunicipal agreements and contracts could be routinely developed.

## **CONCLUSION**

The participation of only three Seneca County municipalities in this feasibility study is indicative that the large majority of municipalities in the County has no interest in county-wide centralized zoning enforcement. Telephone interviews of local officials of several of the non-participating municipalities confirmed this assumption. On probing, these local officials stated that their unwillingness to participate is based on the following two interrelated factors:

1. Significant differences in the character of the various Towns comprising Seneca County would make it difficult to develop zoning regulations that would be applicable county-wide. The two northern most Towns, i.e., the Towns of Junius and Tyre are rural and neither adjoins Cayuga or Seneca Lakes. The Towns of

Waterloo and Seneca Falls immediately south of Junius and Tyre encompass the two largest Villages in Seneca County (i.e., the Village of Seneca Falls with a population of 6,635 and the Village of Waterloo with a population of 3,476), and have significantly higher development densities than any of the other Towns. The remainder of the Towns, which are located south of Waterloo and Seneca Falls, adjoin both Cayuga and Seneca Lakes and are predominantly rural agricultural communities with low density development except along their lakeshores where the density is much higher, resembling the density found in villages.

2. Each municipal board has significant differences in its philosophies regarding appropriate land use regulation. Some municipal boards prefer basic land use regulations that impose only a modicum of control; other municipal boards prefer to exercise much more extensive control. Some prefer not to impose any land use controls at all. In addition, some municipal boards prefer strict enforcement, while others prefer a modest level of enforcement. Some prefer their Zoning Officers to be proactive by searching for violations. Others prefer their Zoning Officers to respond to action violations only if and when a complaint is lodged.

Seneca County municipalities do not have a long established history of successful collaborations with each other or with the County. Undertones of distrust, suspicion and competitiveness seem to permeate the atmosphere. Without receptive and willing partners, efforts to implement county-wide centralized zoning enforcement and administration or efforts to attempt to harmonize zoning regulations across the County in a single step are very unlikely to succeed. Due to the variations in the land use philosophies of the various Town and Village Boards, the differing characters of the Towns and Villages comprising Seneca County and the unwillingness of most municipalities in the County to participate in this study, centralizing zoning enforcement or harmonizing zoning regulations at the current time and during the short term appears unattainable and unrealistic.

Centralization cannot be successfully imposed from outside; it must be cultivated and nurtured from within and requires willing partners which at this time are limited to only a couple of municipalities. If the parties will not even come to the table to discuss and explore collaboration, little if anything can be successfully achieved. However, it may be possible to begin to lay the groundwork for increasing cooperation between and among municipalities through a program designed to bring local officials together on a routine basis to learn about the benefits of intergovernmental cooperation and to engender greater receptivity to intergovernmental collaboration. This is discussed in greater detail in the next section of this report under Recommendation 2.

## RECOMMENDATIONS

Rather than attempting to achieve wholesale changes in the way zoning enforcement occurs in Seneca County, a more efficacious strategy likely to meet with much greater success at overcoming the existing political barriers to centralizing zoning enforcement and/or harmonizing zoning regulations would be to promote and engender smaller, intermunicipal collaborations between two or three neighboring municipalities that share common characteristics and/or philosophies regarding the regulation of land uses. This strategy could be thought of as intra-county sub-regional strategy.

Even if the legal barrier presented by Section 119-u of the General Municipal Law which authorizes Towns to delegate only *ministerial* zoning functions to counties could be overcome to enable the Town of Fayette (or any other Town in Seneca County) to delegate both ministerial and discretionary (police powers) to Seneca County, this alternative would be more costly than collaborations between or among two or three municipalities which is presented later in this report. Furthermore, smaller collaborations will likely have a higher success rate due to the significant differences in character, geography, density of development, and land use philosophies between and among the various Towns in Seneca County, which would likely undermine efforts to establish county-wide zoning administration and enforcement.

### RECOMMENDATION 1

Based on the foregoing comparison and analysis of options, the best option at this time is intermunicipal collaboration involving two or three municipalities working together to jointly employ a Zoning Officer to serve the needs of the participating municipalities. This option would also include small collaborations between Seneca County and one, two or three municipalities. This option could involve any of the following alternatives:

- A. Town of Fayette could contract with the Town of Seneca Falls for zoning enforcement services.
- B. The Town of Fayette could contract with the Town of Waterloo for zoning enforcement services.
- C. Town of Fayette and Romulus (should Romulus be willing) could collaborate to provide for joint zoning administration and enforcement services for both communities.
- D. The Town of Fayette (and possibly the Town of Waterloo and/or Town of Seneca Falls) could contract with the Seneca County Planning Department for zoning enforcement services.

## **ALTERNATIVE A – TOWN OF FAYETTE CONTRACT WITH TOWN OF SENECA FALLS FOR ZONING SERVICES**

As previously pointed out, the Town of Seneca Falls has assumed the responsibility for enforcing the Village of Seneca Falls zoning regulations and will continue to do so after the dissolution of the Village of Seneca Falls. The dissolution plan calls for the continued enforcement of the current Village zoning regulations for a period of two years. Efforts are underway to consolidate and incorporate the Village's zoning regulations into the Town's zoning regulations.

Prior to assuming the responsibilities for enforcing the Village of Seneca Falls zoning regulations, the Town of Seneca Falls Zoning Officer had a normal 20 hour work week with two (2) hours of clerical assistance provided to him. The 20-hour work week provided the Zoning Officer with sufficient time to respond to and investigate complaints, take enforcement action for violations as well as providing an opportunity to drive each Town road monthly to search for violations. Approximately 50 percent of the Zoning Officer's work time is spent issuing permits and making site inspections to ensure zoning compliance. The other 50 percent of his time is spent on responding to and dealing with zoning and property maintenance complaints and violations as well as proactive work involving surveilling properties in the Town and Village in search of violations.

After assuming the responsibility for the Village of Seneca Falls' zoning regulations, the Town Zoning Officer's schedule now calls for a 30-hour work week. The clerical and administrative assistant work schedule calls for a total of 333 hours of support per year for the Zoning Enforcement Officer. Generally, the assistant is to work 10 hours per week during the peak months of the year (March through October) and only 13 hours total during the off-peak months (November through February).

During the transition of taking over Village of Seneca Falls zoning enforcement, the Zoning Officer has actually worked more than 30 hours per week, which has been necessary in order to review and organize Village zoning files. The Zoning Officer anticipates that a 30 hour work week will suffice to provide zoning enforcement for both the Town and Village after the operation gets past the transitional period and normalizes.

The Town of Seneca Falls Zoning Officer is paid \$20 per hour for a total annual amount of \$30,000. As his position is part-time, he does not qualify for fringe benefits. His clerical assistant is paid \$9 per hour for a total of \$3,000 per year. The 2010 fiscal year appropriate for the Town Zoning Department included appropriations for office supplies, postage, legal notices, books and publications, education expenses, telephone, mileage and zoning book all totaling \$6,800.

The Zoning Officer has indicated during an interview that he thinks that the Town of Seneca Falls could provide zoning enforcement service to the Town of Fayette without difficulty. It would require a few additional work hours per week for the Zoning Officer and probably would necessitate hiring a part-time Assistant Zoning Officer.

A comparison of the building permit data provided earlier in this report reveals that during the past three years combined, 137 building permits were issued for construction

projects in Fayette compared to 97 building permits issued for projects in the Town of Seneca Falls during the same time period. In addition, the Town of Fayette is more geographically expansive, containing 55.2 square miles of land area compared to 19.8 square miles of land area comprising Seneca Falls (exclusive of the Village of Seneca Falls). Also, the Town of Fayette fronts on both Cayuga and Seneca Lake while Seneca Falls fronts on Cayuga Lake only and Seneca Lake lakefront includes a State park, a wildlife management area, and a wildlife refuge. Fayette's lakefront areas can be expected to generate much if not most of the zoning and property maintenance complaints. Given that the Seneca Falls Zoning Officer was able to handle the work load in the Town of Seneca Falls working 20 hours per week, it would be anticipated that perhaps 10 to 15 hours per week would be sufficient to provide an equivalent level of zoning enforcement in the Town of Fayette due to the Town's lower density.

If the Town of Romulus would also want to contract with the Town of Seneca Falls for zoning enforcement services, it would more difficult to accommodate the request due to the greater distance that separates Romulus from Seneca Falls and the corresponding larger amounts of travel time that would be required to make site inspections, to investigate complaints and to search for violations. This is not to say that the Seneca Falls Zoning Department could not service Romulus, only that may require proportionately more work time and travel expenses compared to servicing the Town of Fayette and additional personnel costs.

Discussions with the Seneca Falls Supervisor and the Seneca Falls Zoning Officer reveal that both are receptive to exploring a collaboration with the Town of Fayette to provide Fayette with zoning enforcement services.

#### **ALTERNATIVE B – TOWN OF FAYETTE CONTRACTS WITH THE TOWN OF WATERLOO FOR ZONING SERVICES**

The Zoning Officer for the Town of Waterloo is retiring in March 2011 and the Town has begun recruiting a replacement. Due to changes in the composition of the Town Board, the Board intends to reduce the work schedule from 26.25 hours per week to 10 hours per week and the salary from \$24,000 per year to \$12,000. This translates to an hourly rate of approximately \$23.00 per hour. Discussions with the Town Supervisor revealed that he would be receptive to exploring a shared services arrangement with the Town of Fayette for zoning enforcement, but he cannot at this time be certain that the Town Board would be receptive due to recent changes in the composition of the Board. The adjacency of Fayette to Waterloo would minimize travel time and expenses for the Zoning Officer to service the Town of Fayette. The cost associated with this alternative would be expected to be comparable to Alternative A.

## **ALTERNATIVE C – TOWNS OF FAYETTE AND ROMULUS COLLABORATE FOR JOINT ZONING SERVICES**

This alternative is the same as Alternatives A and B, but involves a different partner collaborating with the Town of Fayette.

### **MODELS OF INTERMUNICIPAL COLLABORATIONS**

In order to identify existing shared intermunicipal zoning enforcement services collaborations that might serve as models, the consultant conducted a virtually state-wide survey. This involved reviewing county municipal directories to identify zoning officers whose name appeared under more than one municipality. For counties that do not produce or post municipal directories, e-mail messages were sent to the county planning directors to inquire if they knew of zoning enforcement collaboration within their respective counties as county planning directors and their staff would likely be aware of such collaborations if they existed.

It was discovered that very few intermunicipal collaborations for zoning enforcement currently exist in New York State. Although in several counties two or more municipalities employed a common person as their Zoning Officer or Code Enforcement Officer, it was discovered upon further investigation that nearly all of the municipalities who employed a common person as their Zoning Officer or Code Enforcement Officer did so independently of each other. In other words, although several municipalities employed common persons, the municipalities did not work together or collaborate to do so. This practice appears to be a common practice throughout much of New York State. It was also discovered the most Zoning Officers in rural communities also serve as Building Inspectors and are responsible for the concurrent enforcement of zoning regulations and the NYS Building Code.

Despite the fact that the common practice in New York State is for each individual municipality to employ its own respective Zoning Officer, three formal zoning enforcement collaborations were discovered. Interestingly, these collaborations were discovered to exist in the Finger Lakes Region. They include the following:

- Town of East Bloomfield and Village of Bloomfield (Ontario County)
- Town and Village of Palmyra (Wayne County)
- Town of Manchester and Villages of Clifton Springs, Shortsville and Manchester (Ontario County).

All three of these examples of shared zoning services have been in existence for several years, demonstrating that zoning enforcement through collaborative efforts can be and have been successful. Each shared service collaboration is described below. Appendix B contains copies of the formal intermunicipal service agreements setting forth the terms and conditions for these collaborative undertakings.

## Town of Manchester and the Villages of Manchester, Shortsville and Clifton Springs

The Town and three Villages are located in north central Ontario County. The Villages of Manchester and Shortsville adjoin each other, with the Village of Manchester located in the Town of Manchester and the Village of Shortsville located in the Town of Hopewell. The Village of Clifton Spring is partially located in the Town of Manchester and partly in the Town of Phelps. The Town of Manchester is predominantly rural and contains a couple of small villages. The populations and housing information from the 2000 Census is provided in the following table.

|                            | <b>Population</b> | <b>Number of Housing Units</b> |
|----------------------------|-------------------|--------------------------------|
| Town of Manchester         | 4,694             | 1,862                          |
| Village of Manchester      | 1,475             | 688                            |
| Village of Shortsville     | 1,320             | 520                            |
| Village of Clifton Springs | 2,223             | 921                            |
| <b>TOTAL</b>               | <b>9,712</b>      | <b>3,991</b>                   |
| Source:                    | 2000 U.S. Census  |                                |

The Town of Manchester employs one person full time to fill the job title Building Inspector III and a part-time Deputy Building Inspector. The Village's contract with the Town of Manchester is to provide service to the Villages. The Building Inspectors are responsible for enforcing the NYS Uniform Fire Prevention and Building Code as well as each municipality's individual zoning regulations. The Town Clerk and Village Clerk-Treasurers of each participating community provide clerical support to the Building Inspectors including doing application intake.

The intermunicipal agreement has been in place for 12 years. The agreement runs for a term of three years and then is updated (if needed) and renewed for another three-year time period. Each community financially contributes its proportionate share for the cost of employing the Building Inspectors. The costs that are shared include salaries, fringe benefits, and expenses including mileage. Currently, the Town of Manchester pays 50 percent of the cost, the Village of Clifton Spring pays 20 percent and the Villages of Manchester and Shortsville each pay 15 percent. Each Village makes monthly payments to the Town of Manchester. The current annual salaries are \$49,000 (or \$23.55 per hour) for the Code Enforcement Officer (a full-time position), \$15 per hour for a part-time deputy Code Enforcement Officer and \$12.00 per hour for a part-time Clerk-Typist.

The Building Inspectors' main office is in the Manchester Town Hall. They do not have established hours for working in each community. The Building Inspector is required to attend 12 evening meetings per month (Town and Village Board meetings, Planning Board meetings and Zoning Board of Appeals meetings). A total of approximately 500 permits are issued for all four municipalities annually. The Building Inspectors also make drives through the municipalities daily. The zoning regulations are aggressively enforced in all of the municipalities. The Building Inspectors spend approximately 30 percent of their time on permit work (issuing permits and inspecting sites) versus enforcing compliance for violations or searching for violations.

No intermunicipal oversight committee has been established to oversee the work of the Building Inspectors. The Mayor and the Supervisor of each municipality communicate and deal directly with the Building Inspectors. The only time the elected officials of the four municipalities meet over zoning matters is near the end of the term of the intermunicipal agreement.

**Town of East Bloomfield and Village of Bloomfield (Ontario County)**

The Town of East Bloomfield and the Village of Bloomfield are also located in the western portion of Ontario County and the Village is entirely within the Town of East Bloomfield. The Town of East Bloomfield is very rural and the Village of Bloomfield is small for a Village. The following table identifies the population and number of housing units in each municipality.

|                         | <b>Population</b> | <b>Number of Housing Units</b> |
|-------------------------|-------------------|--------------------------------|
| Town of East Bloomfield | 2,094             | 771                            |
| Village of Bloomfield   | 1,267             | 497                            |
| <b>TOTAL</b>            | <b>3,361</b>      | <b>1,268</b>                   |
| Source:                 | 2000 U.S. Census  |                                |

The Town employs one full time Code Enforcement Officer and one full-time Secretary. Although the person employed as the Code Enforcement Officer works full-time, he has some other duties and responsibilities unrelated to enforcing the New York Building Code. The person who provides the clerical support also has duties unrelated to code enforcement. The Code Enforcement Officer is housed in the Town Hall, which is within the Village. There are no office accommodations in the Village Hall. The Code Enforcement Officer is paid an annual salary of \$43,710 and is provided with fringe benefits as is the clerical support. The cost sharing is determined by the amount of time the Code Enforcement Officer spends on Code Enforcement work activities for each of the two municipalities. The Village pays the Town the full amount once per year and the cost sharing percentages are based on the preceding year's actual time records. Time records are maintained by the Code Enforcement Officer, who keeps track of the amount of time he spends on Town code enforcement matters versus Village enforcement matters. Fees for permits and other charges that involve properties within the Village are collected by the Town and remitted to the Village on a monthly basis.

The Town and Village have not established a committee to oversee code and zoning enforcement. The Town Supervisor, Village Mayor, and School Superintendent, however, meet monthly on an informal basis to discuss matters of mutual concern and interest to the two communities. Any issues concerning zoning enforcement that may arise are discussed and resolved during the meetings. These meetings also serve to maintain open lines of communication and ongoing dialogue, which facilitates a cooperative spirit among the entities. The Town Supervisor stated that the code and zoning enforcement collaboration has worked very well. She further stated that the success of intergovernmental collaborations depends a great deal on the public officials involved. She further stated that if public officials want a collaboration to work they will

find a way to make it work and if they do not want a collaboration to work they will find a way to make it not work.

### **Town and Village of Palmyra (Wayne County)**

The Town and Village of Palmyra are located in the southwestern portion of Wayne County in a rural setting. The population of each municipality and the number of residential housing units in each is presented in the following table.

|                    | <b>Population</b> | <b>Number of Housing Units</b> |
|--------------------|-------------------|--------------------------------|
| Town of Palmyra    | 4,182             | 1,591                          |
| Village of Palmyra | 3,490             | 1,588                          |
| <b>TOTAL</b>       | <b>17,672</b>     | <b>3,179</b>                   |
| Source:            | 2000 U.S. Census  |                                |

The Town and Village of Palmyra have collaborated for code and zoning enforcement for the past 15 years through an intermunicipal agreement between the two communities. The Town of Palmyra employs one full-time Code Enforcement Officer and one part-time Code Enforcement Officer who are responsible for the enforcement of the NYS Building Code and the zoning regulations of the two communities. The Town also employs one part-time Clerk to provide clerical support for the Building Department.

Although the Code Enforcement Officers are on the Town's payroll and are technically Town employees, the appointment to fill vacant positions are made jointly by the Town and Village Boards. A two member joint committee comprised of a Town Councilperson and Village Trustee for supervising and monitoring the Building Department has been established in accord with the intermunicipal agreement. The Mayor is responsible for appointing the Trustee and the Supervisor is responsible for appointing the Town Councilperson. The committee meets monthly. The term of the original agreement was for three years with provisions for renewal for two additional five year terms subject to the approval of both parties.

Originally, the agreement called for the Town to pay for 65 percent of the cost of the Building Department, with the Village paying 35 percent. Over time the allocation of costs has been refined and modified so that currently each party pays for half of the cost of the Building Department. This modification was made to better reflect the actual amount of time and effort the Building Department expended on code and zoning enforcement in each community. Revenue collected by the Building Department is applied to offset the cost of the Department. Fees and other revenue collected by the Building Department are credited toward the Village and Town to offset their respective costs. Revenue derived from activities involving properties located within the Village is credited toward the Village and similarly revenue derived from properties in the Town outside the Village is credited to the Town. The agreement calls for the Village to make monthly contributions to the Town for the Village's estimated share of the Building Department's expense. Adjustments are made at the end of each year to reconcile any overpayments or underpayments that the Village may have made during the year.

Originally, the agreement called for the Building Department to be located in the Village Hall due to a lack of space in the Town Hall. Later, the Town of Palmyra acquired a larger building to serve as the Town Hall with abundant space. Therefore the Building Department was relocated to the new Town Hall. No Building Department activities are carried out in the Village Hall any longer. The municipalities also share in the cost of providing a vehicle for the Building Department.

#### **ALTERNATIVE D – TOWN OF FAYETTE (AND POSSIBLY OTHERS) CONTRACT WITH SENECA COUNTY FOR ZONING SERVICES**

In addition to the foregoing intermunicipal shared services alternatives, the option of contracting with the Seneca County Planning Department exists, assuming the County Planning Department is willing to provide the services to the Town of Fayette and/or other Towns that may wish to contract for services. This alternative, in essence, is no different than if two or more Towns or Villages contracted with each other for service. The only substantive difference is that the Seneca County Planning Department would provide the services to the others instead of one of the Towns or Villages in the County providing the zoning enforcement services to the other participating municipalities.

#### **Advantages to Contracting with Seneca County for Services**

The most significant advantage of this alternative would be more efficient use of the Building Inspectors time and travel. As explained earlier, a large majority of construction projects require both a building permit and a zoning permit. Due to the overlap, the permits could be issued concurrently by a County Building Inspector with little additional work or time. In addition, the each trip for site visits and inspections to ensure compliance with the Building Code would enable the Building Inspector to also ensure compliance with the appropriate zoning regulations during the same trip. Each trip would serve dual purposes without the necessity of separate trips. Again, the additional effort or time for ensuring compliance with the zoning regulations would be nominal.

#### **Barriers and Disadvantages to Contracting with Seneca County for Services**

The opposition to enforcing the Town of Fayette's zoning regulations during the interim period while this feasibility study was undertaken was previously discussed as one of the barriers to implementing County-wide zoning enforcement. To recapitulate, the County's Building Inspectors, who are represented by a collective bargaining unit, refused to enforce the Town of Fayette's zoning regulations during this interim period. Before the County may legally incorporate the zoning enforcement duties into the Building Inspector job title, the County must negotiate the changes with the collective bargaining unit in an effort to persuade the collective bargaining unit to accept the additional duties in the Building Inspector job title. In all probability, the collective bargaining unit will not agree unless an incentive is provided in the form of an increase in the Building Inspector's pay rate. The County Planning Director and the County Personnel Officer have concluded that the zoning duties do not require higher levels of knowledge, skill or expertise than enforcing the NYS Building Code and therefore the zoning work would not warrant additional pay. Accordingly, it is highly unlikely that the collective bargaining unit and the County would reach a negotiated agreement.

If the County continued to pursue the matter, it would highly likely result in mediation followed by fact finding which would be followed by the Board of Supervisors imposing zoning duties on the Building Inspectors without additional remuneration. One would expect such action to antagonize the Building Inspectors leaving them with hostile attitude toward enforcing municipal zoning regulations. Hostile and unhappy governmental employees interacting daily with the public have the potential to create severe public relations problems for the County and/or for the Town(s) whose zoning regulations they are being forced to enforce.

Much time and effort and perhaps legal fees would be required on the part of County officials to go through the negotiating, impasse and imposition process to reach the point where the County Board of Supervisors could impose enforcement of municipal zoning duties onto the Building Inspectors. Undertaking such a significant effort in order for the County to provide zoning services for several municipalities is one matter; however, the effort to undertake the same amount of effort to provide zoning services to just one or two municipalities is another.

Another obstacle could be that the elected and appointed officials of the other municipalities in Seneca County perceive the Town of Fayette and/or other participating Towns are receiving preferential treatment from the County and that they, the other municipalities are in some way subsidizing the zoning enforcement in some way. This perception was identified as an issue during one of the Steering Committee meetings.

Although the current staffing level would probably not need to be increased to provide the Town of Fayette with zoning enforcement services, the addition of even just one additional municipality to the mix could necessitate an increase in staffing. If only a part-time position is needed, it would be important that the full cost of the additional position be borne by the municipalities being served.

### **Strategies for Overcoming the Barriers**

About the only means by which the County would overcome the opposition of the Building Inspectors and their collective bargaining unit to accepting zoning enforcement duties on top of their other duties would be to purchase their acceptance by offering them additional remuneration. Although offering additional remuneration would likely have the desired affect in terms gaining the Building Inspectors acceptance of the additional duties, the downside would be that it would also increase the cost of providing the zoning enforcement services to the participating Town(s). The method for providing the remuneration would need to be structured in such a way that none of it would be incurred by the County for the Building Inspector's work on tasks that are unrelated to zoning enforcement. An annual lump sum stipend as opposed to an increase in the pay rate or annual salary would allow for accurate and fair accountability of the additional cost and for its appropriate allocation to the Town(s).

Regarding perceptions of preferential treatment and subsidization of zoning enforcement, it would seem appropriate for the Town(s) contracting for service to relinquish their permit fees to Seneca County as an initial step to overcome this perception. Additionally, it would be important to establish a clear and documentable means of charging the

Town(s) for the full cost of the services rendered by the County Building Inspectors. This matter is addressed in the cost comparisons that follow.

## **COST COMPARISONS OF ALTERNATIVES**

Before presenting the cost information and the assumptions underlying the analysis, it is important to understand how the Town of Fayette's adoption of new zoning regulations impacts the cost of zoning administration and enforcement for the Town. Prior to 2008, the Town of Fayette had rudimentary land use regulations with little detail that imposed minimal control. The regulations fit into a four or five page document. The amount of work needed to administer and enforce these rudimentary land use regulations was minimal.

In September 2008, the Town adopted comprehensive and detailed land use regulations which require a substantially greater amount of work to administer and enforce. Prior to the adoption of its new zoning regulations, the Town of Fayette paid an annual salary of approximately \$4,500 to the Zoning Officer it then employed. The Town had no established work schedule or minimum number of hours the Zoning Officer was required to work weekly, monthly or annually. The work performed by the Zoning Officer entailed little more than issuing zoning permits and making site inspections to ensure compliance with the Town's zoning regulations and permit requirements. Nearly no time was spent on investigating citizen complaints or finding and pursuing violations.

With the adoption of new comprehensive and much more detailed zoning regulations, the amount of zoning-related work in Fayette has increased substantially. As a consequence, it will cost the Town of Fayette more for zoning enforcement than it formerly paid. In addition, if the Town Board wants greater effort made to investigate citizen complaints and to find and pursue zoning violations, the Town Board will need to commit further financial resources to its zoning enforcement.

It is estimated that the Town of Fayette's new Zoning Officer will need to work between 10 and 20 hours per week to enforce the Town's new zoning regulations. The necessary number of hours may fluctuate seasonally and will be driven by the number of zoning permits filed, the number of citizen complaints received, and the degree to which the Town Board desires the Zoning Officer to proactively enforce the Town's land use regulations by actively searching for zoning violations and pursuing the violations to bring them into compliance.

The consultant researched the pay rates for Zoning Officers in several other rural communities. The research revealed that the Zoning Officers in most of the communities are generally paid wages ranging from \$20 to \$23 per hour. This appears to be the "going wage rate" for Zoning Officers in rural communities within the Finger Lakes Region. Therefore, this wage range was used to calculate costs.

Although the recommendation calls for two or three municipalities to work together to provide for their own zoning enforcement utilizing intermunicipal agreements instead of contracting with Seneca County for zoning services, the cost of both alternatives were quantified for comparative purposes. The spreadsheets and the assumptions for each are presented on the following pages.

## Contracting with County for Zoning Enforcement Services

|  | % of Effort | Fayette's Share | (Based on Entry Level Pay Rate) |                     |                     | (Based on Mid Level Pay Rate) |                     |                     |
|--|-------------|-----------------|---------------------------------|---------------------|---------------------|-------------------------------|---------------------|---------------------|
|  |             |                 | 10                              | 15                  | 20                  | 10                            | 15                  | 20                  |
| <b>1 County Building Inspector</b>   |             |                 |                                 |                     |                     |                               |                     |                     |
| 2 Hours per Week   |             |                 | \$16.40                         | \$16.40             | \$16.40             | \$18.70                       | \$18.70             | \$18.70             |
| 3 Hourly Rate of Pay   |             |                 | \$5.60                          | \$5.60              | \$5.60              | \$6.30                        | \$6.30              | \$6.30              |
| 4 Fringe Benefits  |             |                 | \$22.00                         | \$22.00             | \$22.00             | \$25.00                       | \$25.00             | \$25.00             |
| 5 Hourly Labor Charge  |             |                 | \$11,440.00                     | \$11,440.00         | \$11,440.00         | \$13,000.00                   | \$13,000.00         | \$13,000.00         |
| 6 Annual Labor Costs (52 Week)   |             |                 | \$9,237.80                      | \$9,237.80          | \$9,237.80          | \$10,497.50                   | \$10,497.50         | \$10,497.50         |
| 7 Labor for Permit & Site Visits (95%)                                       | 95%         | 85%             | \$572.00                        | \$572.00            | \$572.00            | \$650.00                      | \$650.00            | \$650.00            |
| 8 Complaints, Violations & Detection (5%)                                    | 5%          | 100%            |                                 |                     |                     |                               |                     |                     |
| 9 Labor for Permit & Site Visits 65%   | 65%         | 85%             | \$9,480.90                      | \$9,480.90          | \$9,480.90          | \$10,773.75                   | \$10,773.75         | \$10,773.75         |
| 10 Complaints, Violations & Detection (35%)                                  | 35%         | 100%            | \$6,006.00                      | \$6,006.00          | \$6,006.00          | \$6,825.00                    | \$6,825.00          | \$6,825.00          |
| 11 Labor for Permit & Site Visits (50%)                                      | 50%         | 85%             |                                 |                     | \$9,724.00          |                               |                     | \$11,050.00         |
| 12 Complaints, Violations & Detection (50%)                                  | 50%         | 100%            |                                 |                     | \$11,440.00         |                               |                     | \$13,000.00         |
| <b>13 Subtotal Annual Bldg. Insp. Labor Costs</b>                            |             |                 | <b>\$9,809.80</b>               | <b>\$15,486.90</b>  | <b>\$21,164.00</b>  | <b>\$11,147.50</b>            | <b>\$17,598.75</b>  | <b>\$24,050.00</b>  |
| 14 Attendance @ Various Board Mtgs   |             |                 |                                 |                     |                     |                               |                     |                     |
| 15 12 meetings @ 2 hours @ 1.5 times   | 100%        |                 | \$792.00                        | \$792.00            | \$792.00            | \$900.00                      | \$900.00            | \$900.00            |
| 16 18 meetings @ 2 hours @ 1.5 times   | 100%        |                 | \$1,188.00                      | \$1,188.00          | \$1,188.00          | \$1,350.00                    | \$1,350.00          | \$1,350.00          |
| 17 24 meetings @ 2 hours @ 1.5 times   | 100%        |                 | \$1,584.00                      | \$1,584.00          | \$1,584.00          | \$1,800.00                    | \$1,800.00          | \$1,800.00          |
| <b>18 Clerical Support (part-time Clerk-Typist)</b>                          |             |                 |                                 |                     |                     |                               |                     |                     |
| 19 Hours per week  |             |                 | 3                               | 4                   | 5                   | 3                             | 4                   | 5                   |
| 20 Base Rate   |             | 100%            | \$13.00                         | \$13.00             | \$13.00             | \$13.00                       | \$13.00             | \$13.00             |
| 21 Fringe Benefits   |             | 100%            | \$4.42                          | \$4.42              | \$4.42              | \$4.42                        | \$4.42              | \$4.42              |
| 22 Hourly Labor Charge   |             | 100%            | \$17.42                         | \$17.42             | \$17.42             | \$17.42                       | \$17.42             | \$17.42             |
| <b>23 Subtotal Annual Clerical Labor Costs</b>                               |             | 100%            | <b>\$2,717.52</b>               | <b>\$3,623.36</b>   | <b>\$4,529.20</b>   | <b>\$2,717.52</b>             | <b>\$3,623.36</b>   | <b>\$4,529.20</b>   |
| <b>24 Mileage:</b>   |             |                 |                                 |                     |                     |                               |                     |                     |
| 25 1,000 miles @ \$0.45 per mile   |             | 85%             | \$382.50                        | \$382.50            | \$382.50            | \$382.50                      | \$382.50            | \$382.50            |
| 26 1,500 miles @ \$0.45 per mile   |             | 90%             |                                 |                     |                     |                               |                     | \$607.50            |
| 27 2,000 miles @ \$0.45 per mile   |             | 93%             |                                 |                     |                     |                               |                     | \$832.50            |
| <b>Office Supplies, postage, legal notices, publications, training, etc.</b> |             |                 |                                 |                     |                     |                               |                     |                     |
| 28 publications, training, etc.  |             | 100%            | \$1,500.00                      | \$2,000.00          | \$2,500.00          | \$1,500.00                    | \$2,000.00          | \$2,500.00          |
| <b>29 County Charge for Direct Costs</b>                                     |             |                 | <b>\$15,597.82</b>              | <b>\$22,905.76</b>  | <b>\$30,213.70</b>  | <b>\$17,097.52</b>            | <b>\$25,179.61</b>  | <b>\$33,261.70</b>  |
| <b>30 County Charge for Indirect Costs @ 25%</b>                             |             |                 | <b>\$3,131.83</b>               | <b>\$4,777.57</b>   | <b>\$6,423.30</b>   | <b>\$3,466.26</b>             | <b>\$5,305.53</b>   | <b>\$7,144.80</b>   |
| <b>31 TOTAL COUNTY CHARGES</b>   |             |                 | <b>\$18,729.65</b>              | <b>\$27,683.33</b>  | <b>\$36,637.00</b>  | <b>\$20,563.78</b>            | <b>\$30,485.14</b>  | <b>\$40,406.50</b>  |
| <b>32 LESS PERMIT FEE REVENUE (61 permits @ \$20)</b>                        |             |                 | <b>(\$1,220.00)</b>             | <b>(\$1,220.00)</b> | <b>(\$1,220.00)</b> | <b>(\$1,220.00)</b>           | <b>(\$1,220.00)</b> | <b>(\$1,220.00)</b> |
| <b>33 NET COST FOR SERVICES</b>  |             |                 | <b>\$17,509.65</b>              | <b>\$26,463.33</b>  | <b>\$35,417.00</b>  | <b>\$19,343.78</b>            | <b>\$29,265.14</b>  | <b>\$39,186.50</b>  |

**Assumptions:**

Building Inspector charges for work performed related to issuing zoning permits and site visits related to zoning permits will be charged at 85%. Assumes 15% overlap with Building Inspector duties.  
 Building Inspector charges for work performed related to detecting & correcting zoning violations & investigating complaints will be charged at 100%. Assumes no overlap of Building Inspector duties.  
 The more hours the Building Inspector works each week, the greater the percentage of time allocated to investigating complaints and searching for and correcting violations.  
 Overtime included in Line 29 is based on 18 evening meetings per year and assumes evening meetings are in addition to the hours worked identified in line 2 and are paid at overtime rate (1-1.5).  
 Indirect cost calculated at 25% of direct labor costs.

## Cost Calculation Assumptions for Contracting with County for Zoning Services

The following should be noted regarding the quantification of the costs associated with contracting with Seneca County for zoning services.

- Costs were calculated for a 10-hour, 15-hour and 20-hour work week.
- The direct labor charges include both wages and fringe benefits as the County Building Inspectors are full-time employees eligible for fringe benefits.
- Although two wage rates were used, i.e., entry level wage rate (\$20 per hour) and mid-range pay rate (\$23 per hour) for comparative purposes, the current County Building Inspectors are all at a mid-range rate on pay schedule set forth in the collective bargaining agreement between Seneca County and the CSEA, Local 8650 bargaining unit. *Therefore, if the County were to utilize current employees to provide the service, the costs would be based on the mid-range pay rate, i.e., \$23 per hour.*
- The assumption is that if the County Building Inspector worked only 10 hours per week, nearly all of his/her time would be spent on issuing permits and making site inspections related to permits. If the workweek hours increased, the assumption is that the Building Inspector would spend a smaller proportion of his/her time on issuing permits and making site inspections and a greater proportion of time investigating citizen complaints and detecting and pursuing zoning violations.

As previously discussed, little overlap occurs in work tasks performed by the Building Inspectors versus Zoning Officers. For purposes of this study, a 15 percent overlap was assumed for work tasks associated with issuing zoning and building permits and site inspections. No overlap would occur for work tasks associated with investigating zoning complaints or searching for zoning violations and enforcing compliance. Therefore, 85 percent of a Building Inspector's labor costs associated with issuing zoning permits and making site inspections were charged to the Town. One hundred percent (100%) of the labor costs associated with investigating zoning complaints, searching for violations and enforcing compliance were charged to the Town. (See lines 7-12 of the spreadsheet).

- All direct costs would be charged to the Town of Fayette. Indirect costs would also be charged to Fayette. Indirect charges were calculated at 25% of direct labor costs. (See line 30 of the spreadsheet.)
- As the CSEA collective bargaining agreement requires overtime to be paid at a rate of 1-1/2 times the normal rate for work performed outside of the employees work week, any time a County Building Inspector attends an evening Fayette Town Board, Planning Board or Zoning Board of Appeals meeting, the overtime costs would be charged to the Town. (See lines 15-17 on spreadsheet).
- Mileage reimbursements were calculated based on three different amounts 1,000, 1,500 and 2,000 miles per year for comparative purposes. The assumption is that more miles would be traveled as the number of hours worked per week increases.



## **Cost Calculation Assumptions for Contracting with another municipality**

The following should be noted regarding the quantification of the costs associated with intermunicipal collaboration between municipalities for zoning services.

- Labor costs for the Zoning Officer were calculated for a 10-hour, 15-hour and 20-hour work week for comparative purposes.
- Two wage rates were used to provide a comparison of costs at the lower and upper range of pay that Zoning Officers typically receive, i.e., \$20 per hour and \$23 per hour.
- It is assumed that the Zoning Officer would be a part-time employee not eligible for full fringe benefits. The only fringe benefit the municipality would pay for a part-time Zoning Officer would be the employer's share of FICA and Medicare.
- It is assumed that the Zoning Officer would not be a member of a collective bargaining unit and therefore not covered under a collective bargaining agreement.
- All direct costs would be charged to the Town of Fayette. There would be no indirect costs.
- The assumption is that if the Zoning Officer worked only 10 hours per week, nearly all of his/her time would be spent on issuing permits and making site inspections related to permits. If the workweek hours increased, the assumption is that the Zoning Officer would spend a smaller proportion of time on issuing permits and making site inspections and a greater proportion of time investigating citizen complaints and detecting and pursuing zoning violations. (See lines 7-12 in the spreadsheet).
- If the Zoning Officer is required to attend any evening Board meetings, it was assumed that he/she would not receive additional pay, but would receive compensatory time off to offset the time spent attending Board meetings.
- Mileage reimbursements were calculated based on three different amounts 1,000, 1,500 and 2,000 miles per year for comparative purposes. The assumption is that more miles would be traveled as the number of hours worked per week increases.
- It is assumed that the Town providing the zoning enforcement services would have very low overhead costs and accordingly would not charge any indirect costs to the municipality contracting for service.

## FINANCIAL IMPACT COMPARISON OF ALTERNATIVES

As expenses for zoning enforcement are charged to the Town of Fayette’s General Fund Outside the Village Budget, only the population and property owners residing in the Town outside the Village of Waterloo will be financially impacted.

Town of Fayette Population Outside the Village of Waterloo = 2,797  
(US Census 2009 Estimate)

Town of Fayette Taxable Assessed Value Outside the Village = \$230,344,823  
(2010 Assessment Role)

|  | COST FOR ZONING SERVICES |                   |                  |
|--|--------------------------|-------------------|------------------|
|  | Level of Service         |                   |                  |
|  | 10 Hours / Week          | 15 Hours / Week   | 20 Hours / Week  |
| Contracting with Seneca County               | \$19,344                 | \$29,265          | \$39,187         |
| Contracting with Town of Seneca Falls        | \$13,773                 | \$20,711          | \$25,150         |
| SAVINGS                                      | \$5,571                  | \$8,554           | \$14,037         |
| <b>Per Capita Savings</b>                    | <b>\$1.99</b>            | <b>\$3.06</b>     | <b>\$5.02</b>    |
| <b>Savings Expressed as Tax Rate/\$1,000</b> | <b>\$0.024185</b>        | <b>\$0.037136</b> | <b>\$0.06939</b> |

The above savings would be annual recurring savings.

### Financial Projection for Centralized Zoning Enforcement & Uniform Zoning & Building Code Process

Under the current practice whereby all Towns and Villages with land use regulations within Seneca County provide enforcement services, a total of \$106,200 (salary and fringes) is spent annually.

Evaluating workload indicators and projected efficiencies in either a centralized enforcement or uniform zoning and building code process, it has been determined that one new full-time code enforcement officer position at the County level would be sufficient to handle the shifted workload responsibilities. That position would have a cost of \$46,562.50 (salary and fringes).

Analysis of taxpayer impact is complicated by the following:

1. Not all Towns and Villages currently have land use regulations, and thus do not currently have any costs associated with this function.
2. Those Towns and Villages that do provide land use enforcement pay for these services through the Town Tax Levy. Shifting the cost to the County would likely result in these costs incurring as a component of the County Tax Levy. Alternatively, the County could establish a charge back system to the towns (thus keeping the cost at the Town level) based on volume. It has, however, been the County’s past practice to carry these costs as part of the County Tax Levy. The concern thus becomes that Towns and Villages with no land use regulations are financially supporting those that do

That said, centralized enforcement or a unified code approach clearly would result in reduced costs. Annualized savings are projected to be \$60,637.50

Per Capita Savings would be \$1.78.

Savings Expressed as Tax Rates is difficult to quantify because of the above referenced factors.

## IMPLEMENTATION OF RECOMMENDATION 1

STEP 1: The Town of Fayette Supervisor approaches the Town of Seneca Falls and/or Town of Waterloo and/or Town of Romulus Supervisor and proposes to contract for zoning services.

STEP 2: The Town Supervisors of each community, with the assistance of their respective Town Attorneys, work out the provisions of a tentative agreement and prepare a draft of the tentative agreement. Alternatively, the Supervisors could appoint a committee comprised of some of the members of their respective Town Boards, Town Planning Boards and/or Zoning Boards to work out the provisions. The provisions would include:

- A. A detailed description of the specific services to be provided, e.g. administering Fayette's zoning function, issuing zoning permits, making site inspections, investigating citizen complaints, taking enforcement action to bring violations into compliance, searching for and detecting violations, attending various Town Board, Town Planning Board and Zoning Board of Appeals meetings, preparation of reports and record keeping.
- B. The level of service to be provided to the Town of Fayette, e.g., number of hours the Zoning Officer would work on behalf of Fayette per week or month.
- C. The Zoning Officer's work schedule for Fayette and office hours to be maintained at the Fayette Town Hall if a specific schedule and office hours are appropriate or necessary.
- D. Provisions for clerical support as necessary and appropriate.
- E. A cost sharing formula for wages and fringe benefits if any.
- F. Provisions for periodically modifying the provisions of the agreement to address unforeseen and/or changing conditions.
- G. Indemnification as appropriate and necessary.
- H. Provisions for resolution of conflicts, issues or problems that may arise from time to time.

STEP 3: Town Supervisors (or the committees appointed by the Town Supervisors) present the draft agreement to their respective Town Boards. Town Boards approve the tentative agreement by resolution. If the tentative agreement needs modifications in order to be acceptable to the Town Boards, it will need to be referred back to the Supervisors or their respective committees for further work. After modifications have been worked out, the revised tentative agreement would be presented to the Town Boards for approval.

STEP 4: The Town Supervisors or the Town Boards appoint a joint committee to oversee and direct work of the Zoning Officer and to quickly resolve any issues or problems that may arise from time to time with regard to the level

or quality of the zoning services being provided. It is recommended that the joint committee meet frequently during at least the early stages of the collaboration: a minimum of monthly meetings is suggested to ensure smooth implementation.

STEP 5: Implement zoning administration and enforcement in Fayette.

#### **COST TO IMPLEMENT RECOMMENDATION 1**

The cost to implement this sort of collaboration would be anticipated to be modest and would amount to the fees charged by the Town Attorneys for the assistance they provide in drafting and finalizing the intermunicipal agreement. The model agreements appended to this study are fairly simple and straightforward and should not require more than a few hours of each Town Attorney's time to prepare. The total combined legal fees of \$3,000 to \$4,000 would seem to be a reasonable estimate. These would be one-time fees.

## RECOMMENDATION 2

Before more widespread intermunicipal collaborations for zoning administration and enforcement can or will occur in Seneca County, it will be necessary to educate local government officials of the benefits of intermunicipal collaborations, demonstrate that collaborations can be successful, and develop receptivity, interest and enthusiasm for municipal cooperation. Therefore, this study recommends that efforts be made to educate local officials of the educational benefits of intermunicipal collaborations, to identify opportunities for intermunicipal collaboration, and to provide examples of successes.

In 2010, the Seneca County Department of Planning organized and conducted a public water symposium, a topic of much interest to many local officials in Seneca County. The symposium focused on intermunicipal cooperation and collaboration as a means of extending water service to rural areas on need of public water. The President and the Executive Director of the Wayne County Water and Sewer Authority were invited to speak at the symposium and to answer questions. The symposium was well attended due to the interest and enthusiasm in extending public water to larger areas of Seneca County.

Similar types of symposiums should be conducted during the course of the next year or two focusing on other opportunities for intermunicipal collaborations that could and would be beneficial for Seneca County communities to pursue. The Steering Committee for this centralized zoning feasibility study has suggested that the Seneca County Cooperative Extension spearhead this endeavor. The Cooperative Extension is not only politically neutral, but is ideally suited for this role due to the organization's mission and goals.

The goal of the Cornell Cooperative Extension's community and economic vitality programs is to:

*..... seek to build the capacity of local leaders and communities to direct their own futures as they negotiate changes in economic structures, transportation and residential patterns, demographics, communication technologies and other challenges and opportunities that affect communities.*

*CCE [Cornell Cooperative Extension] engages New Yorkers in land use training, inter-municipal collaboration on shared municipal services, leadership training, workforce development, local food regional economic impact strategies, not-for-profit development, and small business education.*

Cornell University's Community and Rural Development Institute (CaRDI), a interdisciplinary entity established by the University to serve as a resource to the various county Cooperative Extensions in New York State. CaRDI's role is to:

*Provide training, based on and research and dated, for elected and appointed officials and community leaders to foster informed decision making.*

CaRDI's strategy for community capacity building and training include:

- Promotion of peer-to-peer community-to-community learning and the exchange of best practices.
- Support of mechanisms that enhance regional coordination and cooperation.

One of the proposed symposiums would focus on intermunicipal collaborations for zoning enforcement. Officials and zoning officers representing the model municipalities identified in this study could be invited to serve as guest speakers and panelists to make presentations regarding their intermunicipal zoning enforcement arrangements and to answer questions of attendees. Seneca County Town and Village Board members, Planning Board members and Zoning Board of Appeals members should be invited to attend. A symposium such as this with local officials who have longstanding intermunicipal zoning enforcement service agreements as speakers would result in the sharing of a wealth of information. It would also demonstrate to local elected and appointed officials in Seneca County that successful collaborations for zoning enforcement are not only possible but advantageous. Representatives from other communities that have worked together to harmonize the land use regulations should also be invited as speakers and panelist so that Seneca County municipal officials can learn firsthand that harmonizing zoning regulations can and has been successfully achieved between and among municipalities in other counties.

The idea of conducting a series of symposiums focusing on intergovernmental cooperation has been broached with the Executive Director of the Seneca County Cooperative Extension, who has expressed not only a willingness to organize symposiums but much enthusiasm for doing so. As Seneca County financially supports the Cooperative Extension, there would be no additional cost to Seneca County or cost to the municipalities within Seneca County.

## **COST TO IMPLEMENT RECOMMENDATION 2**

As Seneca County makes an annual financial contribution to the Seneca County Cooperative Extension for services such as those contained in Recommendation 2, there would be no additional cost to Seneca County nor would there be a cost to any municipalities within Seneca County.

### **RECOMMENDATION 3**

The Seneca County Building Department should develop a brochure for distribution to the public that explains in simple terms the differences between local zoning regulations and the NYS Building Code. The brochure should also lay out the steps of the application processes in sequence perhaps along a time line to distinguish the zoning permitting process from the building permitting process. The brochure should not only identify those localities that have zoning regulations and those that do not. A supply of the brochures could be kept in each Town and Village Clerk's office and in the County's Building Department.

### **COST TO IMPLEMENT RECOMMENDATION 3**

The cost to implement this recommendation would be nominal, perhaps \$200 per year. The brochure could be designed in house by the Seneca County Department of Planning and Economic Development. Copies could also be printed in house the County's Central Printing Office on an offset printing machine at nominal expense. Expensive high quality, glossing brochures are not needed. The County's Building Inspectors could deliver supplies of the brochures to Town and Village Halls during construction site visits and/or supplies could be given to Town Supervisors at Board of Supervisor meetings to take back to their respective communities in order to avoid postage costs.

## **Report on the Zoning Code Enforcement Pilot Project**

The pilot project was undertaken as one of the components of Seneca County Centralized Zoning Enforcement Feasibility Study. The pilot project involved a collaboration between the Town of Fayette and Seneca County which entailed the Seneca County Codes Enforcement Office enforcing the Town of Fayette's newly adopted zoning regulations through an intermunicipal agreement (IMA) between the two local governmental entities. The initial IMA had a term of one year, but was extended due to some unforeseen delays in initiating the feasibility study. As Seneca County enforces the NYS Uniform Fire Prevention and Building Code throughout the County, the pilot project was designed to utilize the existing staffing in the County's Code Enforcement Office, the office responsible for enforcing the NYS Building Code.

During the first term of the pilot project, the County's Code Enforcement Office was under the direction and supervision of the County Engineer. In January 2010, however, responsibility for providing direction and supervision for the Code Enforcement Office and for the pilot project was transferred to the Seneca County Director of Planning and Development.

The pilot project has had the following benefits and successes:

1. A higher quality of zoning enforcement service was provided by the County than had been provided by the Town in prior years. The County employees who performed the zoning enforcement work were better trained and possessed more extensive experience than the Town's former Zoning Officer. The improved quality of service will reduce the potential for future zoning issues to arise.
2. The pilot project has resulted in the resolution of several long-standing zoning issues that had never been properly pursued to bring them to successful resolution. All of the issues involved neighbor-on-neighbor disputes. One dated back as far back as 1990 and another to 2004.
3. Procedures were established that will prevent the possibility in the future of building permits being issued without a zoning permit first being issued which was problematic in the past.
4. A framework was also established to inventory non-conforming uses within the Town which is an important measure in view of the Town's newly adopted zoning regulations.

The services provided through the pilot project included issuing zoning permits, making site inspections in connection with the permits and responding to and investigating public complaints. If such investigations revealed zoning violations, then enforcement action was taken to gain zoning compliance. Actively searching for violations was not included in the service provided, as County officials thought that such aggressive action during the pilot project would not be appropriate and should be deferred until the centralized zoning feasibility study was completed and the Town of Fayette had made a decision about which measure it would take for the future long-term administration and enforcement of its zoning regulations.

Prior to undertaking the when the Town of Fayette employed its own Zoning Officer, the annual stipend was \$4,456. No schedule or set hours of work or minimum hours of work were stipulated. Little if any effort was made to correct zoning violations and nor was there any effort to search for and detect violations. By comparison, in 2009, the Town paid Seneca County \$3,200 for a higher level and quality of zoning administration and enforcement. The cost to Fayette in 2010 was \$ 2,775.

# **APPENDIX A**

## **GFLRPC POPULATION PROJECTION METHODOLOGY**

## **I. Introduction**

This report includes population projections out to the year 2040 for the all counties, cities, towns, and villages in the Genesee/Finger Lakes Region. A top down approach was used, where the region was capped within New York State, and then each county within the region, and finally all the municipalities within the counties were finalized.

## **II. Methodology**

The methodology was developed primarily by the Capital District Regional Planning Commission, and has been reviewed and agreed upon by the other Regional Planning Organizations within New York State.

The Population Projection Model involves two distinct stages: a quantitative first stage using a log-linear projection model set up in a MS Excel Workbook, and a qualitative second stage using non-quantitative judgments of the likelihood and extent of future population change within particular jurisdictions. The result is a final population projection for each county, and the towns and villages within it.

### **A. Quantitative Stage**

The Log-Linear model — so-called because of its straight-line form when plotted and a logarithmic scale for X-axis measurements — uses historic population to forecast or project future population based on a logarithmic curve, which is the best general model for natural populations.

The mathematical form of the model is:

$$Y = b_0 + b_1 \times \ln(X)$$

Where Y = the Dependent Variable population and X = the Independent Variable for the time period (years or index years). The Y-Intercept (point at which  $\ln(X) = 0$ ) is represented by  $b_0$ , while  $b_1$  represents the Coefficient or slope of the natural logarithm (base  $e = 2.71828183$ ) of X [ $\ln(X)$ ]. After converting the Independent Variable X into logs (log transformation), the Model is "fitted" by the standard (least squares) method of minimizing the sum of the squares of the deviations between the Model values and the actual values as in a Simple Regression Model.

Log-Linear models when used for forecasts project the historic rate of change of the actual data into the future at a steadily declining rate (i.e., historic growth or decline will continue, but at a lesser rate). Log-linear models are an excellent basis for population forecasts because they project average historic rates of change into the future in a manner consistent with the average changes in natural populations. While short-term population data will typically exhibit some variety of saw tooth pattern when charted, long-term population data usually follow a log-linear trend.

The MS Excel Workbook requires input of historic (and optionally, Census-estimated) population data for the region's nine counties and its towns and villages. The sum of the historic populations of the sub-divisions (counties) should equal the region total, as should each county's town and village total equal the county population. Thus, in the case of a county and its Minor Civil Divisions (MCDs), a town may be divided into its constituent villages together with the town population outside of the villages. A MCD may also be divided into the population in group quarters (e.g., for prisons and dormitories) and the population in households to better reflect the diverse population trends of the defined sub-divisions.

The Workbook model uses "Index Years" in place of actual years for computing the natural logs of the *Independent Variables*, with the first year, 1960, set equal to one (1960 = 1). The default "Log Index Factor" for each area and sub-division has been set to one, so that 1961 = 2, 1962 = 3, 1990 = 31, etc. Varying the Log Index Factor will change the slopes of the Population Trend, Initial Projections, and Final Projections for the area or sub-division selected because the absolute value of the slope of a log-linear model declines as the model's X-values increase. Thus, entering a number greater than one (e.g., 2, so that 1961 = 3, 1962 = 5, etc.) as a *Log Index Factor* will result in smaller slopes (absolute value) for the *Population Trend*, *Initial Projections*, and *Final Projections*. Whereas entering a number less than one but greater than zero (e.g., 0.5, so that 1961 = 1.5, 1962 = 2, etc.) will result in larger slopes (absolute value).

Once the historic (and estimated) data was entered and the Log Index Factor set, the Workbook Model computed the *Log-Linear Population Trends* of the data using simple regressions on the population data and the natural log of the Index Years. It next computed *Initial Projections* based on the *Population Trends* and the historic (and estimated) data. The Initial Projections are derived by computing the difference between the actual data and the Population Trend data for the last year of the actual data (either historic or estimated), and adding that difference to the coefficients of the Population Trends. This creates new trend lines that extend directly from the last year of the actual data and have the same shape (slopes) as the Population Trend lines.

The final procedure in the Quantitative Stage is to force the sum of the sub-divisions to equal the area total for each projection year. Given the independently derived nature of the area and sub-division projections, the

sum of the sub-division projections for any particular projection year will virtually never equal the area total. The Workbook Model computes for each projection year the value (factor) which, when applied to all sub-division projections, will yield a sub-division sum equal to the area total. The use of a constant factor (0% < Factor & 300%) applied to all of the sub-divisions within a projection year results in distributing the required gain or loss of population in proportion to each sub-division's population size.

The extent to which sub-divisions must be adjusted to equal the area total checks the reasonableness of the log-linear trend used in the quantitative model. Adjustment factors for one or more projection years that are much less than 90% or much greater than 110% may indicate a discrepancy between the trends fitted to the area total and the trends fitted to the sub-divisions. This may be reduced by changing the Log Index Factor or making *Flat Revisions* to area or sub-division values.

## **B. Qualitative Stage Methodology**

The projections derived from the Log-Linear Model provide a basis from which to further analyze the forces that affect population change in each area and sub-division, and are not necessarily intended to represent final population projections. There are many historic trends other than simple population which may give an indication of the direction and extent of future population change, including but not limited to: average persons per household, persons in group quarters, building permit issuances, new home construction, immigration and emigration patterns, and labor force data. In addition, there may be new development opportunities or constraints for particular jurisdictions embodied in zoning and sub-division regulations, economic development programs, and capital budgets for transportation facilities. Infrastructure is also

looked at as an asset or liability to growth and development in the municipalities. As much of this information as possible has been considered in reviewing the projections derived from the Log-Linear Model for each jurisdiction, and changes made as appropriate.

The forecasts first take into consideration the population occupying group quarters. The number of people occupying group quarters were removed from the total population for each county, town, and village before being run through the Model and were then added in as a flat revision after the projections have been made. This ensures that the group quarter numbers, which are typically static, are not factored in as a population that will have a natural increase over time. New or expanded group quarters and the elimination or downsizing of group quarters are additionally taken into account as flat revisions.

*Additional considerations used to modify forecast numbers after being run through the model are as follows:*

**Input/Output**

This includes looking at the total number of births and deaths for each town and village. In addition, the number of people migrating into and out of the area was taken into consideration. The total number of people coming into the area, through new births and in-migration, minus the number of people who have died or left the area yields a new population through 2000. The trend birth and death rates are following, in addition to in and out-migration trends can therefore be used for evaluating and modifying the initial population projections through 2040.

### **Housing and Occupancy Data**

Following the trends in new housing construction in the towns and villages gives another check to the projections obtained through the model. By utilizing data such as the: 1) number of new major subdivisions, which is classified by producing at least four lots, 2) total number of lots resulting from new major subdivisions, 3) persons per household, 4) vacancy rate, and 5) building permit activity, new population entering the municipality can be estimated. The number of new housing lots, minus the number of vacant housing units, is multiplied by the average persons per household for that municipality resulting in the number of new residents in the municipality. This trend can then be projected through 2040 and used to modify initial forecast numbers.

### **Land Use and Regulatory Considerations**

Each municipality has unique circumstances that require special consideration. Since quantitative data alone cannot accurately portray the possibilities for future growth or development, additional information was acquired from town and village officials. This includes the acreage available for residential development, the existence and condition of infrastructure, municipal growth management policies and the land use and zoning of available land. A contact at each county was actively involved in providing this information and supplying additional comments that may assist in modifying the initial population projections.

This information provides an overview of the growth potential for each municipality and is an indicator of the type of future development that is likely to occur. Therefore, the quantitative data was complemented by qualitative information resulting in the best forecast possible.

### **III. Review Process**

Each county planning department has had the opportunity to review and comment on the methodology, initial projections, and final projections. Once the initial projections were completed, G/FLRPC staff went to each county with supporting data and discussed modifications that needed to be made that the quantitative portion of the model would not take into consideration. All modifications that were made to the initial figures were recorded and a justification was given to the county planners for review. At every stage, the county planners have been involved in the process and have given G/FLRPC staff the critical support and information to make the best possible forecasts.

The model is heavily dependent on historical data. Rural towns and villages can increase their population by a significant percentage as a result of a new mobile home park or new subdivision. Since many of the towns and villages have a very small base population, this type of new development would greatly impact the growth rate. However, this type of development is not as predictable in rural areas as it may be in more urbanized areas. Furthermore, much of the data collected for the qualitative portion of the methodology is not as significant in rural counties. For example, looking at the amount of land available for residential development in a rural town is not indicative of the potential for growth. Although some urban towns are inhibited by the amount of land available for

new developments, rural areas have more land available than is often in demand. These types of qualitative indicators were, therefore, not given as much consideration in the projection process.

# **APPENDIX B**

## **SAMPLE INTERMUNICIPAL SERVICE AGREEMENTS**

**INTERMUNICIPAL AGREEMENT / BUILDING INSPECTOR-CODE  
ENFORCEMENT OFFICER**

**PARTIES:**

**TOWN OF MANCHESTER, ONTARIO COUNTY, NEW YORK  
VILLAGE OF CLIFTON SPRINGS, ONTARIO COUNTY, NEW YORK  
VILLAGE OF SHORTSVILLE, ONTARIO COUNTY, NEW YORK  
VILLAGE OF MANCHESTER, ONTARIO COUNTY, NEW YORK**

**PURPOSE OF AGREEMENT:**

The purpose of this agreement is to provide for enforcement of the New York State Uniform Fire Prevention and Building Code in the Town of Manchester, Villages of Clifton Springs, Manchester and Shortsville. This agreement further provides for the enforcement and administration of the respective zoning laws and/or ordinances of the Town of Manchester and the Villages of: Clifton Springs, Shortsville and Manchester.

**METHOD OF ENFORCEMENT:**

The Town of Manchester will employ a person whose title shall be Code Enforcement Officer. This person and their Deputy shall be responsible for the enforcement of the New York State Uniform Fire Prevention and Building Code, and the Zoning Codes and/or Ordinances of the Town of Manchester and the Villages of: Clifton Springs, Shortsville and Manchester.

**EXPENSES OF THE ENFORCEMENT OFFICER SERVICES:**

The expenses of the Enforcement Officer which includes the expenses of the part-time Deputy Code Enforcement Officer shall be distributed through July 1, 2013, unless amended, as follows:

|                            |     |
|----------------------------|-----|
| Town of Manchester         | 45% |
| Village of Clifton Springs | 25% |
| Village of Shortsville     | 15% |
| Village of Manchester      | 15% |

**TERMS OF AGREEMENT:**

This agreement shall continue for a period of four (4) years until July 1, 2013.

**RENEWAL OF AGREEMENT:**

This agreement will renew for successive FOUR YEAR periods unless a party thereto shall give notice not later than July 1<sup>st</sup> of the year preceding the expiration of this four year agreement or any party's intention not to renew said agreement.

**RENEGOTIATION OF TERMS OF AGREEMENT:**

Upon the request of any Municipalities participation in the agreement, renegotiation of the terms of the agreement may be undertaken. Each party will appoint at least one of its elected members to serve on an Intermunicipal Committee that shall be responsible for review and recommendations regarding this agreement.

**SALARY OF THE ENFORCEMENT OFFICER:**

The salary of the Code Enforcement Officer shall be within the range of \$35,000 to \$48,069. The annual salary level will be determined by the Town Board as part of the annual budget process and will be reviewed by the Villages. To conform with Village budget cycles, the salary for Code Enforcement Officer shall be set to run at the established figure from July 1<sup>st</sup> through June 30<sup>th</sup> of each year. The salary for the Deputy Code Enforcement Officer will be in range between \$12.00 per hour and \$17.00 per hour.

**PAYMENT TO THE TOWN OF MANCHESTER:**

Each municipal Village shall pay its respective share of the cost of the Enforcement Officer to the Town of Manchester on a monthly basis. Payments to the Town of Manchester shall include the municipality's proportionate share of the Enforcement Officer's salary, fringe benefits and expenses including mileage expense. If additional personnel are required by the volume of work in areas, such as, annual fire inspections, the parties shall establish the payment formula at that time.

Each municipality will be responsible for those wages, benefits, and mileage as established in this agreement.

**CLERICAL SUPPORT:**

Each respective municipality shall provide the necessary clerical support to the Enforcement Officer as to matters undertaken by the Enforcement Officer in that municipality.

**DEPUTY ENFORCEMENT OFFICER:**

The Town of Manchester Deputy Enforcement Officer will be the Deputy Officer for each municipality.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals as set forth below:

DATED: 5/13/09

TOWN OF MANCHESTER  
BY: William J. Eddinger, Jr.  
SUPERVISOR, William J. Eddinger, Jr.

DATED: 6/09/09

VILLAGE OF CLIFTON SPRINGS  
BY: William Hunter  
MAYOR, William Hunter

DATED: 6/10/09

VILLAGE OF SHORTSVILLE  
BY: Ehrenfried G. Mink  
MAYOR, Ehrenfried G. Mink

DATED: 6/11/09

VILLAGE OF MANCHESTER  
BY: Nancy Johnson  
MAYOR, Nancy Johnson

**AMENDMENT TO: INTERMUNICIPAL AGREEMENT/BUILDING  
INSPECTOR-CODE ENFORCEMENT OFFICER**

The following "Amendment" which is underlined and in italics applies to the portion of the Intermunicipal Agreement titled "SALARY OF THE ENFORCEMENT OFFICER"

The salary of the Code Enforcement Officer shall be within the range of \$35,000 to \$48,069. The annual salary level will be determined by the Town Board as part of the annual budget process and will be reviewed by the Villages. *The salary for the Code Enforcement Officer will change on the calendar year with other Town wages, instead of the previous change that was effective July 1<sup>st</sup> of the year.* The salary for the Deputy Code Enforcement Officer will be in the range between \$12.00 per hour and \$17.00 per hour.

***IN WITNESS WHEREOF***, the parties hereto have hereunto set their hands and seals as set forth below:

DATED: 7-22-2009

TOWN OF MANCHESTER

BY: William J. Erdinger, Jr.  
SUPERVISOR, *William J. Erdinger, Jr.*

DATED: 7-22-2009

VILLAGE OF CLIFTON SPRINGS

BY: William Hunter  
MAYOR, *William Hunter*

DATED:

7/27/09

VILLAGE OF SHORTSVILLE

BY: Fred Mink  
MAYOR, *Ehrenfried G. Mink*

DATED: 7/30/09

VILLAGE OF MANCHESTER

BY: Nancy Johnson  
MAYOR, *Nancy Johnson*



## CONTRACT FOR CODE ENFORCEMENT SERVICES

This Intermunicipal contract is made by and between THE TOWN OF EAST BLOOMFIELD, a municipal corporation of the State of New York, having an office and place of business at the East Bloomfield Town Hall, 99 Main Street, East Bloomfield, New York 14443 (hereinafter referred to as the "Town")

and

THE VILLAGE OF BLOOMFIELD, a municipal corporation of the State of New York, having an office and place of business at the Village Offices, 12 Main Street, Bloomfield, New York 14469 (hereinafter referred to as the "Village")

WHEREAS, the Town of East Bloomfield has the power to regulate the construction and occupation of buildings and property maintenance as authorized by the New York State Uniform Fire Prevention and Building Code, and

WHEREAS, the Town of East Bloomfield has adopted zoning and subdivision regulations pursuant to the provisions of the Town, general municipal and municipal home rule law, which zoning and subdivision local laws, ordinances and regulations are administered and enforced by the Town, and

WHEREAS, the Village of Bloomfield has the power to regulate the construction and occupation of buildings and property maintenance as authorized by the New York State Uniform Fire Prevention and Building Code, and

WHEREAS, the Village of Bloomfield has adopted zoning and subdivision regulations pursuant to the provisions of the Village, general municipal and municipal home rule law, which zoning and subdivision local laws, ordinances and regulations are administered and enforced by the Village, and

WHEREAS, the Town of East Bloomfield and the Village of Bloomfield each have the power to regulate building construction, property maintenance, land use regulation and subdivision regulations individually, they may, pursuant to the authority granted to each of them by article 50 of the General Municipal law, enter into agreements, one with the other, to provide that the Code Enforcement Officer of the Town of East Bloomfield perform the services normally provided by the Code Enforcement Officer of the Village of Bloomfield, now therefore be it

RESOLVED, in consideration of the terms and conditions herein contained, the Town Board of the Town of East Bloomfield and the Village Trustees of the Village of Bloomfield agree as follows:-

FIRST, that the Town Supervisor is hereby authorized to sign this contract on behalf of the Town of East Bloomfield, and the Village Mayor is hereby authorized to sign this contract on behalf of the Village of Bloomfield.

SECOND, that the Town Code Enforcement Officer will provide code inspection services and those services relating to code enforcement services to the same degree and with the same effect as if the Town Code Enforcement Officer was the Village Code Enforcement Officer, and pursuant to such contract such Code Enforcement Officer will have the jurisdiction of a Village Code Enforcement Officer when performing duties pursuant to such contract.

THIRD, such contract shall read as follows:

1. The Town agrees to perform within the Village with the personnel in the Town's Code Enforcement Department all functions performed by such Code Enforcement Department within the Village, which may be applicable to the Village as required by any applicable Federal building codes or regulations, the New York State Uniform Fire Prevention and Building Code, any other applicable New York State building codes or regulations, property maintenance, local zoning and land use regulations and any applicable local laws of the Village of Bloomfield.
2. The Town agrees to enforce within the Village to the same degree and in the same manner as if performing such service in the Town, including all the provisions of Federal, State and local laws and regulations described in 1., above, and to make all inspections and to issue all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribe in the Federal, State and local laws, rules and regulations described in 1., above, including the determination of those matters placed within the jurisdiction of the Board of Appeals by such local laws, rules and regulations and furnishing of the evidence necessary in any prosecution of the violation of any such laws, rules or regulations. In performing such work, the officers and employees of the Town shall have the powers and duties of Code Enforcement Officer of the Village of Bloomfield.
3. The Village agrees to furnish the Town Code Enforcement Department all maps, forms, applications and other necessary papers, local laws, rules and regulations necessary to carry out the duties required by this contract. It is agreed that the Town shall provide all clerical work, office space and public counter service for the Village, including the storage of all records of the Village relating to the performance of the duties as provided in the contract. The records of the Code Enforcement Officer relating to his services when acting as a Village Code Enforcement Officer shall be retained on file in the Town Code Enforcement Department during the term of this contract. Access to those records by authorized Village personnel is available at any time during normal business hours.
4. The Town agrees to the use of the Town's furniture and equipment necessary for carrying out the duties as agreed upon in this contract, to an extent and manner determined by the Town. It is further agreed that the Town shall provide

appropriate liability insurance for all officers and employees performing work for the Village under the terms of this contract.

5. The Town agrees to make reasonable efforts to collect the fees determined by the local laws, rules and regulations of the Village relating to the inspection of buildings, the issuance of permits or any other action requiring assessment of fees in the performance of the duties as required under this contract. Fees collected shall be remitted to the Treasurer of the Village on or about the 20th day of each month.

6. The Town shall pay all expenses for the performance of the services for the Village including, but not limited to, salaries of officer and employees of the Code Enforcement Department, vacation, sick leave, retirement, travel expenses and overhead. The annual remuneration will be invoiced to the Village no later than February 15 of the following year. The number of hours actually spent on CEO activities for the Village will be expressed as a percentage of the total hours the CEO is scheduled to work each year. That percentage will be applied to the following actual CEO expenses:

- Payroll expense, including FICA and Disability Insurance
- Benefits, including Retirement and Health Insurance
- Liability insurance
- CEO Contractual

The full time Code Enforcement Secretary's actual hours spent on CEO activities for the Village will be expressed as a percentage of the hours he or she is scheduled to work each year. That percentage will be applied to the following actual CEO secretarial expenses:

- Payroll expense, including FICA and Disability Insurance
- Benefits, including Retirement and Health Insurance

The Town shall provide that information to the Village no later than February 15, following the calendar year in which the services were provided in order to enable the Village to include such contract cost in the next succeeding Village budget.

7. Payment to the Town shall be made no later than July 15 of the same year.

8. It is agreed that the Village shall have no direct control over the work of the employees of the Town and the Town shall be responsible for the acts of the officers and employees of the Town Code Enforcement Department when performing duties for the Village pursuant to the terms of this contract. The officers and employees of the Town when performing duties for the Village for purposes of employee benefits, salaries and work rules shall be deemed to be employees of the Town. Personnel performance issues are to be brought, in writing, directly to the attention of the Town Board.

9. This contract shall be effective on January 1, 2009, and shall continue in full force and effect until \_\_\_\_\_ unless terminated as provided in 10, hereof, this contract shall be automatically renewed from year to year for successive one year periods thereafter.

## Calculation of CEO 2009 Services to Village of Bloomfield

Of the 2080 hours Mike works each year, 1872 are spent on Code Enforcement (90%).

In 2009, Mike spent 298.5 hours on Village Code Enforcement work (15.9%).

### CEO Personnel and Budget Expense

|  |           |                 |
|--|-----------|-----------------|
| Personnel Expense, including FICA          | \$        | 6,602.00        |
| Retirement                                 | \$        | 549.00          |
| Insurances (health, disability, liability) |           | \$1,397         |
| Contractual                                | \$        | 1,026.00        |
| <b>CEO and CEO Budget Total</b>            | <b>\$</b> | <b>9,574.00</b> |

### CEO Secretary Expense (Personnel and Benefits Only)

The CEO Secretary worked 222 hours during 2009 (17.8% of her total hours).

|                                       |           |                  |
|---------------------------------------|-----------|------------------|
| Personnel Expense, including FICA     | \$        | 3,229.00         |
| Retirement                            | \$        | 76.00            |
| Insurances (health, disability)       | \$        | 7.00             |
| <b>CEO Secretary Expense Total</b>    | <b>\$</b> | <b>3,312.00</b>  |
| <b>Total 2009 Village CEO Expense</b> | <b>\$</b> | <b>12,886.00</b> |

10. This contract may be terminated at the end of any term thereof by the Village or the Town by giving a written notification of such intention to terminate to the other party 90 days before the expiration of the initial period of any succeeding one year period.

11. This contract shall be subject to the provisions of the Civil Service law of the State of New York and all other laws of the State made and provided.

12. Should either party hereto fail to carry out the provisions of this contract according to its terms and provisions, the other party shall give written notice of such default and should such default not be corrected within 30 days after the mailing of such notice, this contract may be terminated by the non defaulting party giving written notice thereof.

IN WITNESS WHEREOF, the Town of East Bloomfield has by order of the Town Board caused these presents to be subscribed by the Supervisor, and the seal of the Town to be affixed and attested by the Town Clerk thereof, and the Village of Bloomfield has by order of the Village Trustees caused these presents to be subscribed by the Mayor, and the seal of the Village to be affixed and attested by the Village Clerk thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

This resolution offered with voting as follows:

Motion by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Huber  
Damaske  
White  
Rayburn  
Hawkins

Motion by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Kwarta  
Barnard  
Falsone  
Charlebois  
Cicchino

TOWN OF EAST BLOOMFIELD

VILLAGE OF BLOOMFIELD

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
Village Clerk

SEAL

SEAL



**INTERMUNICIPAL AGREEMENT  
FOR ADMINISTRATION AND ENFORCEMENT  
OF ZONING AND BUILDING CODES  
AND PLANNING SERVICES**

THIS AGREEMENT made this 18<sup>th</sup> day of November, 1996, by and between:

The Village Board of the Village of Palmyra, a municipal corporation with principal address at 144 East Main Street, Palmyra, New York 14522, (hereinafter referred to as the "Village," and

The Town Board of the Town of Palmyra, a municipal corporation with principal address at 201 East Main Street, Palmyra, New York 14522, (hereinafter referred to as the "Town.")

**W I T N E S S E T H**

WHEREAS, pursuant to article 5G of the General Municipal Law, the Town and Village are authorized to contract for services in the administration and enforcement of local laws, regulations, rules, and/or codes, as well as any state laws, regulations, rules and/or codes administered and enforced by the contracting parties, including, but not limited to, the New York Uniform Fire Prevention and Building Code, and

WHEREAS, matters of economy and efficiency support an intermunicipal effort between the Town and Village for consolidation of code administration and enforcement, and

WHEREAS, the Town and Village have reached agreement as to the terms and conditions of such intermunicipal contract and are

desirous of memorializing their understandings, expectations, and representations as to their agreement, and

WHEREAS, the respective governing boards of the Town and Village have, by a majority vote, approved the actions set forth in this agreement and approved the execution thereof by its appropriate executive officer;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, the Town and Village agree as follows:

#### ARTICLE I

#### BUILDING DEPARTMENT OF THE TOWN AND VILLAGE OF PALMYRA

##### Section 1.1 Creation of Department

During the term of this agreement, there shall be a joint code enforcement office to be known as the Building Department of the Town and Village of Palmyra, "Building Department," with such duties, responsibilities, and functions as specified in this agreement.

##### Section 1.2 Duties and Functions

The Building Department herein established shall have the duties, responsibilities, and functions set forth in the respective laws, codes, rules, and regulations of or administered by the Town and Village and heretofore administered independently by the respective building departments, building inspectors, and code/zoning enforcement officers of the Town and Village.

Functions and law enforcement heretofore administered by the

November 18, 1996

Police Department of the Village of Palmyra shall remain the responsibility of the Village and are not encompassed within this agreement. The Building Department shall also perform or assist in planning functions of the Town and Village.

**ARTICLE II**  
**STAFF AND OFFICE**

**Section 2.1     Personnel**

Except as may be otherwise agreed between the Town and Village, the Building Department shall be staffed by one full-time and one part-time code enforcement officer, as well as a part-time clerk. Appointments to such positions shall be effective upon majority vote of the Town Board and Village Board. The Town Board and Village Board shall make such appointments by formal resolution of each board. The Town and Village shall add the code enforcement officers to their respective liability insurance policies.

**Section 2.2     Employment Status**

The staff prescribed in section 2.1, and such other staff as may be approved by the Town and Village, shall be deemed employees of the Town, which shall pay the appropriate compensation, as well as any payroll taxes, required retirement participation, and, for full-time employees, the fringe benefits the Town currently provides to such employees.

November 18, 1996

**Section 2.3 Municipal Agency**

For the sole purpose, and to the extent necessary of giving official status to their acts when performing municipal functions within the scope of this agreement, every employee of the Town engaged in provided code administration or enforcement services pursuant to and within the scope of this agreement within the Village shall be considered the duly appointed official of the Village empowered to act as such.

**ARTICLE III****DEPARTMENT MANAGEMENT****Section 3.1 Building and Code Committee**

The activities set forth in this agreement shall be supervised and monitored by a joint committee made up of one member of the Board of Trustees selected by the Mayor and one member of the Town Board selected by the Supervisor. Either the Mayor or the Supervisor may designate him or herself as one of their municipality's members of the joint committee. However, no changes may be made to the terms of this agreement except by majority vote of the governing body of the Town and Village, followed by the execution of a written addendum to this agreement. The joint committee shall endeavor to meet on at least a once a month basis to meet its responsibility under this agreement.

November 18, 1996

**Section 3.2      Reserved Authority**

The Town and Village reserve the right and responsibility to direct and determine the administration and enforcement of laws, codes, rules and regulations within their respective jurisdiction subject to the terms of this agreement. The Code Enforcement Officers shall assign, however, the priority of response to such directives and determinations based upon the efficient allocation or deployment of extant resources and the public interest.

**ARTICLE IV****TERM, COMPENSATION, AND TERMINATION****Section 4.1      Term**

Unless sooner terminated pursuant to the terms of this article, this agreement shall take effect on the 1st day of December, 1996 and shall continue until December 31, 1999, and shall be renewed for two successive periods of five (5) years each. The first five (5) year period, beginning January 1, 2000 and terminating December 31, 2004; and the second five (5) year period commencing January 1, 2005 and terminating December 31, 2009, unless written notice to the contrary is given by either the Town or the Village to the other on or before July 1, 1999, or for the first renewal period, and on or before July 1, 2004 for the second renewal period.

November 18, 1996

**Section 4.2 Annual Cost****Section 4.2.1 Budget**

(A) The budget for the Building Department for the calendar year 1997 is established by this agreement at \$68,500.

(B) In each calendar year thereafter during the term of this agreement and any renewal hereof, the budget for the Building Department shall be established by the Town Board as a part of its annual budget process. The budget established for the next calendar year shall be subject to the approval of the Village Board. The Village Board shall approve or disapprove the proposed budget within thirty (30) days of receipt. If the Village fails to respond within thirty (30) days, then the budget as submitted by the Town will be deemed to be approved. Both parties agree to work to solve any problems with the budget in order to conform to the Town's budget schedule.

(C) The budget adopted by the Town shall indicate an estimate of the expected income of the Building Department for the calendar year for which the budget is established. The amount determined by the budget, less the expected income, shall be the "net budget amount."

**Section 4.2.2 Payments**

(A) The parties agree that they shall share the cost of the operation of the Building Department as follows:

The Town shall pay 65%

The Village shall pay 35%

November 18, 1996

(B) The Village shall pay a sum monthly, equal to 1/12 of the sum determined by 35% times the net budget amount. Said monthly sum is due on the first of the month.

(C) At the end of the calendar year, the income and expenses of the Building Department shall be calculated without the municipalities' contributions. The actual net cost of the operation of the Building Department shall be determined and the resultant figure shall be multiplied by 35%. The Village shall within thirty (30) days of notice of the difference between the actual monthly payment and the amount due, shall pay the said difference to the Town. If it shall be determined that the Village has overpaid, the Town shall repay to the Village said overpayment within thirty (30) days of the date the amount is delivered.

(D) Any sum due from the Village to the Town or the Town to the Village, pursuant to this paragraph set forth above shall bear interest at 6%, if not paid within sixty (60) days of the notification of the amount due.

(E) The Village agrees to pay the sum of \$1,166.67 for the month of December, 1996 and no adjustment shall be made.

(F) The Village agrees to pay monthly the sum of \$1,166.67 during the calendar year of 1997.

November 18, 1996

**ARTICLE V**  
**VILLAGE FACILITIES**

**Section 5.1     Office**

As additional consideration for the Town entering into this agreement, the Village shall supply a suitable location for an office for the Building Department at all times this agreement is in effect. Upon termination or expiration of this agreement, the aforesaid location shall be vacated by the Building Department, unless otherwise agreed by the Town and Village.

**Section 5.2     Automobile**

As additional consideration for the Town entering into this agreement, the Village shall supply for the use of the Building Department during the term of the agreement an automobile, which shall be insured and registered by the Village, and maintained and serviced by the Building Department. Upon termination or expiration of this agreement, the aforesaid shall be returned to the Village.

**ARTICLE VI**  
**TERMINATION**

**Section 6.1**     The Town or Village may withdraw from the agreement at the end of any calendar year this agreement is in effect by giving advance notice to the other party in writing by July 1 of that calendar year.

November 18, 1996

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year first above written.

VILLAGE OF PALMYRA

*Peter K. Wilson*  
Peter K. Wilson, Mayor

TOWN OF PALMYRA

*David Lyon*  
David Lyon, Supervisor

STATE OF NEW YORK )  
COUNTY OF WAYNE )

On this 18<sup>th</sup> day of November, 1996, before me personally came PETER K. WILSON, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Village of Palmyra, New York and that he is the Mayor of the Village of Palmyra, the municipal corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said Corporation and that he signed his name thereto by like order.

*Alicia M. Lynch*  
Notary Public

Alicia M. Lynch  
Notary Public, State of New York  
WAYNE COUNTY N.Y.

My commission expires October 28, 1998

November 18, 1996

STATE OF NEW YORK )  
COUNTY OF WAYNE )

On this 18<sup>th</sup> day of November, 1996, before me personally came DAVID LYON, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Palmyra, New York and that he is the Supervisor of the Town of Palmyra, the municipal corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Corporation and that he signed his name thereto by like order.

Alicia M. Lynch  
Notary Public

Alicia M. Lynch,  
Notary Public, State of New York  
WAYNE COUNTY N.Y.  
My commission expires October 28, 1998

November 18, 1996

Agreements, Building Department

**AMENDMENT OF  
INTERMUNICIPAL AGREEMENT FOR  
ADMINISTRATION AND ENFORCEMENT OF ZONING AND  
BUILDING CODES AND PLANNING SERVICES**

THIS AGREEMENT made this 5<sup>th</sup> day of April, 2004, by and between :

**The Village Board of the Village of Palmyra**, a municipal corporation with principal address at 144 East Main Street, Palmyra, New York 14522, (hereinafter referred to as the "Village," and

**The Town Board of the Town of Palmyra**, a municipal corporation with principal address at 201 East Main Street, Palmyra, NY 14522, (hereinafter referred to as the "Town").

**RECITATIONS:**

1. The parties hereto entered into a municipal agreement for the Administration and Enforcement of Zoning and Building Codes and Planning Services, dated November 18, 1996.

2. The parties desire to amend Article IV of the Agreement to evaluate the services as rendered.

NOW, THEREFORE, in consideration of the mutual premises herein, it is agreed as follows:

1. Section 4.1 Term is hereby amended to eliminate the second five-year period which was to commence January 1, 2005, and terminate December 31, 2009.

2. Section 4.1 Term will be amended to read as follows: "Unless sooner terminated pursuant to the terms of this article, this Agreement shall take effect on the 1<sup>st</sup> day of December, 1996, and shall continue until December 31, 1999, and shall be renewed for one successive period of five (5) years and a single successive period of one year commencing January 1, 2005 and ending December 31, 2005. The parties waive any notice of cancellation and relinquish any right to cancel this Agreement until December 31, 2005.

3. Section 4.2.2 Payments is hereby amended to read as follows:

(A) The parties agree that they shall share the cost of the operation of the Building Department as follows:

The Town shall pay 60% determined by multiplying 40% times the net budget amount. Said monthly sum is due on the first of each month during the term of this Agreement.

(C) At the end of the calendar year, the income and expenses of the Building Department shall be calculated without the municipalities' contributions. The actual net cost of the operation of the Building Department shall be determined and the resultant figure shall be multiplied by 40%. The Village shall within thirty (30) days of notice of the difference between the actual monthly payment and the amount due, shall pay the said difference to the Town. If it shall be determined that the Village has overpaid, the Town shall repay to the Village said overpayment within thirty (30) days of the date the amount is delivered.

(D) Any sum due from the Village to the Town or the Town to the Village, pursuant to this paragraph set forth above shall bear interest at 6%, if not paid within sixty (60) days of the notification of the amount due.

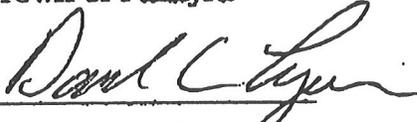
(E) The Village agrees to pay monthly the sum of \$2,000.00 during the calendar year of 2005.

4. Section 5.1 Office is amended to read as follows: "As additional consideration for the amendment of this agreement, the Town shall supply a suitable location for an office for the Building Department during the year when this Agreement is in effect. Upon the termination or expiration of this Agreement, the aforesaid location shall be vacated by the Building Department, unless otherwise agreed by the Town and Village."

5. All of the other terms and conditions of the Agreement dated November 18, 1996, not herein amended are hereby ratified and approved as if set forth at length herein.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective duly authorized officer on the day and year first above written.

Town of Palmyra

  
David Lyon, Supervisor

Village of Palmyra

  
Victoria Daly, Mayor

## AGREEMENT

THIS AGREEMENT, made as of the 16<sup>th</sup> day of October, 2006 by and between the Village of Palmyra, a municipal corporation organized and existing pursuant to the laws of the State of New York and the Town of Palmyra, a municipal corporation with offices located at No. 1180 Canandaigua Road, Route 21, Palmyra, Wayne County, New York,

WHEREAS, the Town of Palmyra currently maintains an office for the administration and enforcement of zoning and building codes within the Town of Palmyra, and

WHEREAS, The Village of Palmyra does not maintain its own office for the administration and enforcement of zoning and building codes within the Village of Palmyra, and

WHEREAS, the Town and Village have previously entered into Agreements wherein the Village contracts with the Town for the services of the Town's Code Enforcement Office for the administration and enforcement of zoning and building codes within the Village of Palmyra, and

WHEREAS, the parties desire to renew that Agreement between the Town and the Village at the expiration of the current Agreement which is due to expire on December 31, 2006.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. **Term.** The term of this Agreement shall be for a period of three years beginning on January 1, 2007 and terminating December 31, 2009.
2. **Services.** The Town, through its duly appointed agents and employees shall, within the corporate limits of the Village of Palmyra, make all building construction inspections required under the New York State Uniform Fire Prevention and Building Codes, the International Code and the Code of the Village of Palmyra on behalf of the Village during the term of this Agreement for the consideration set forth herein. These services shall be that are customary in the enforcement and administration of zoning and planning services that traditionally have been performed by the Town for the Village under the previous Agreement.
3. **Budget.** The Village reserves the right to review the Town Code Enforcement budget, any staffing changes and hours of operation for the office of Code Enforcement.

Included in the budget is a support staff as has been maintained by the Town up to and including December 31, 2006.

In addition to the Village's obligation to pay fifty percent (50%) of the budget amount, the Village shall also pay \$100 a month towards a new vehicle for the Code Enforcement Officer.

4. **Payments.** The Village shall pay for the services to be provided by the Town in an amount equal to fifty percent (50%) of the budget for each Calendar year. The Village shall make those payments by taking that amount and paying the monthly sum equal to one twelfth (1/12) of the amount determined to be owed by the Village to the Town said payments to begin in January, 2007. Said payments owed by the Village to the Town shall be due and payable immediately following the first Board Meeting of each month with payments received on or before the third (3<sup>rd</sup>) Friday of the month during the term of this Agreement.

At the end of the calendar year any additional expenses reasonably incurred by the Town Building Department over and above the budgeted amount shall be split equally between the Town and the Village with the Village's portion being due to the Town within thirty (30) days of the notice of any additional amounts owed. If it shall be determined that the Village has overpaid, the Town shall then repay the Village said overpayment within thirty (30) days of the determination is made that the Village overpaid under this Agreement.

5. **Reports.** The Town shall furnish the Village with a monthly statement of receipts and expenses of the Building Department.

6. **Notices.** All notices under this agreement shall be sent to the Village at the following address:

144 East Main Street  
Palmyra, NY 14522

All notices shall be sent to the Town at the following address:

1180 Canandaigua Road  
Palmyra, NY 14522

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective duly authorized officers on the day and year first above written.

TOWN OF PALMYRA

David L. Lyon  
David Lyon, Supervisor

11/2/06  
Date

VILLAGE OF PALMYRA

Victoria W. Daly  
Victoria Daly, Mayor

12.5.06  
Date

**SECOND AMENDMENT OF  
INTER-MUNICIPAL AGENT FOR  
ADMINISTRATOR OF ENFORCEMENT OF ZONING  
AND BUILDING CODES AND PLANNING SERVICES  
TOWARD VILLAGE OF PALMYRA NY**

The Village Board of the Village of Palmyra, a municipal corporation with principal address at 144 East Main Street Palmyra NY 14522, hereafter referred to as the "Village" and the Town Board of the Town of Palmyra, a municipal corporation with address at 1180 Canandaigua Road Palmyra NY 14522 (hereafter referred to as the "Town")

**Recitation:**

1. The parties hereto entered into a municipal agreement for the Administration and Enforcement of Zoning and Building codes and Planning Services dated November 18, 1996.
2. The parties hereto amended said agreement on the 5<sup>th</sup> day of April 2004.
3. In the agreements, the Administration and Enforcement of Zoning and Building Codes and Planning Services are referred to collectively as "Building Department."
4. The parties desire to amend the original agreement and the amendment dated April 5, 2004 as set forth herein below.

NOW THEREFOR, in consideration of the mutual premises here it is agreed as follows:

1. Section 4.1 Term is hereby amended to extend the term of the agreement to commence January 1, 2006 and Terminate December 31, 2006.
2. Section 4.1 Term shall be amended to read as follows: This agreement shall commence on January 1, 2006 and terminate December 31, 2006. The parties waive a notice of cancellation and relinquish any rights to cancel this agreement until December 31, 2006.
3. Section 4.2.1. Budget is hereby amended to establish the budget of the Building Department for the year 2006.  
Section 4.2.1 A Budget shall be amended to read as follows.  
(A) The budget for the Building Department for the calendar year 2006 is established by this agreement at \$114, 859.00 (Net: \$76,109.00 and Revenue: \$38,750.00).
4. Section 4.2.2 Payments is hereby amended to read as follows  
(A) The Parties agree that they shall share the cost of the operation of the Building Department as follows.
  - 1.) From January 1, 2006 to June 30, 2006  
The Town shall pay 60%.

The Village shall pay 40%.

2.) From July 1, 2006 till December 31, 2006.

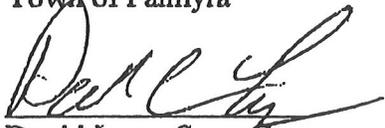
The Town shall pay 50%

The Village shall pay 50%

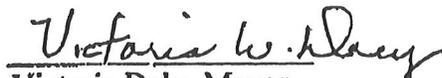
- (B) The Village shall pay a monthly sum equal 1/12 of the sum determined by multiplying 40% times the net budget amount for January 1, 2006 till June 30, 2006 and pay a monthly sum equal to 1/12 of the sum determined by multiplying 50% times the budget amount. Said sum as completed shall be due on the first of each month during the term of the agreement.
- (C) At the end of the calendar year, the income and expense of the Building Department shall be calculated without the municipalities' contributions. The actual net cost of the operation of the Building Department shall be determined and the resultant figure shall be multiplied by 45%. The Village shall within thirty (30) days of notice of the difference between the actual monthly payment and the amount due, shall pay the said difference to the Town. If it shall be determined that the Village has overpaid, the Town shall repay to the Village said overpayment within thirty (30) days of the date the amount is delivered.
- (D) Any sum due from the Village to the Town or the Town to the Village, pursuant to this paragraph set forth above shall bear interest at 6% if not paid within sixty (60) days of the notification of the amount due.
- (E) The parties agree that the Village will pay monthly this sum of \$2536.97 on the fifteenth day of January, February, March, April and May and June in the year 2006 and the sum of \$3171.21 in the fifteenth day of July, August, September, October, November, and December 2006..
- (F) The Town will furnish the Village with a monthly statement of receipts and expenses of the Building Department.
5. All of the other terms and conditions of the Agreement dated November 18, 1996, as amended on April 5, 2004 not herein amended are hereby ratified and approved as if set forth at length herein.

IN WITNESS WHEREOF The parties have caused this agreement to be executed by their respective duly authorized officer on the day and year first above written.

Town of Palmyra

  
David Lyon, Supervisor

Village of Palmyra

  
Victoria Daly, Mayor

## AGREEMENT

**THIS AGREEMENT**, made as of the 15th day of December, 2009, by and between the Village of Palmyra, a municipal corporation, organized and existing pursuant to the laws of the State of New York and the Town of Palmyra, a municipal corporation with offices located at No. 1180 Canandaigua Road, Route 21, Palmyra, Wayne County, New York,

**WHEREAS**, the Town of Palmyra currently maintains an office for the administration and enforcement of zoning and building codes within the Town of Palmyra, and

**WHEREAS**, the Village of Palmyra does not maintain its own office for the administration and enforcement of zoning and building codes within the Village of Palmyra, and

**WHEREAS**, the Town and Village have previously entered into Agreements wherein the Village contracts with the Town for the services of the Town's Code Enforcement Office for the administration and enforcement of zoning and building codes within the Village of Palmyra, and

**WHEREAS**, the parties desire to renew that Agreement between the Town and the Village at the expiration of the current Agreement which is due to expire on December 31, 2009.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. **Term.** The term of this Agreement shall be for a period of three years beginning on January 1, 2010 and terminating December 31, 2012.
2. **Services.** The Town, through its duly appointed agents and employees shall, within the corporate limits of the Village of Palmyra, make all building construction inspections required under the New York State Uniform Fire Prevention and Building Codes, the International Code and the Code of the Village of Palmyra on behalf of the Village during the term of this Agreement for the consideration set forth herein. These services shall be that are customary in the enforcement and administration of zoning and planning services that traditionally have been performed by the Town for the Village under the previous Agreement.
3. **Budget.** The Village reserves the right to review the Town Code Enforcement budget, any staffing changes and hours of operation for the office of Code Enforcement.

Included in the budget is a support staff as has been maintained by the Town up to and including December 31, 2009.

In addition to the Village's obligation to pay fifty percent (50%) of the budget amount, the Village shall also pay \$100 a month towards a new vehicle for the Code Enforcement Officer.