

Supervisor Sheila M. Meegan called the meeting to order at 7:00 P.M. with 30 seconds of silent prayer followed by a recording of the National Anthem sung by the choir from West Seneca West and West Seneca East and the Pledge of Allegiance to the Flag led by Boy Scout Troop #138.

ROLL CALL: Present - Sheila M. Meegan Supervisor
Eugene P. Hart Councilman
William P. Hanley Jr. Councilman

Supervisor Meegan read the Fire Prevention Code instructing the public where to exit in case of a fire or an emergency.

The meeting was dedicated to the memory of Celia Morris, Barbara Kelleher & William J Carr.

12-A MINUTES TO BE APPROVED

- Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve Minutes #2014-11 of June 16, 2014.

On the question, Councilman Hart asked for clarification on a statement in the minutes made by Highway Supt. Matthew English. Councilman Hart thought the statement "they are so obsessed they have called people in higher positions in Albany and Washington and asked them to talk to people Mr. Schultz has running for the committee and ask them not to run" referred to himself and Councilman Hanley. He denied having spoken to anyone and questioned if this was misquoted.

Councilman Hanley also stated he had not spoken to anyone in Washington.

Mr. English responded it was misquoted and he did not say it was Councilman Hart or Councilman Hanley.

Councilman Hart requested the recording be reviewed and the minutes corrected to the actual quote that was made with approval of the minutes held until the next meeting.

Town Clerk Jacqueline Felser stated she will review the recording.

12-B TABLED ITEMS

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| 1. Highway Supt. re Appointment of Robert Schultz as seasonal laborer in Highway Department | Motion by Councilman Hart, seconded by Councilman Hanley, to remove the item from the table. |
| | Ayes: All Noes: None Motion Carried |

12-B TABLED ITEMS

1. (continued)

Councilman Hart stated he feels it is the board's responsibility to make a determination as to whether Highway Supt. Matthew English has the authority to appoint Mr. Schultz without board approval, further stating he would like to vote on the appointment. Both Councilman Hart and Councilman Hanley voted no to the appointment of Mr. Schultz.

Supervisor Meegan noted Mr. Schultz is no longer working in this capacity, so the vote is a moot point.

Highway Supt. Matthew English stated under NYS Law he has control of the #2 budget and is able to make an appointment to this position.

Councilman Hart continued to question Mr. English's authority and requested he provide the board with the section of law he was referring to.

Attorney for the Town Charles Grieco referred to Section 140 of the Highway Law stating a Highway Superintendent can make an appointment to a position covered under that section of law.

Councilman Hart questioned if an individual in the office answering phones is covered under Section 140 of the Highway Law.

Mr. Grieco responded he did not know enough about the position to make that determination.

Mr. English stated this position involves more than answering phones. The appointment is for a laborer not a clerk typist and entails the same duties as a caretaker.

Councilman Hanley understood the law says the Highway Superintendent has the right to hire within budgetary constraints personnel needed for the maintenance of roads, bridges and removal of snow, not office personnel.

Councilman Hart stated a determination needs to be made as to whether the appointment by the Highway Superintendent falls within the law and he suggested the counsel for the association provide an opinion.

Mr. English responded he will provide the name and number of the president of the association.

Councilman Hart stated he will also check with the Association of Towns.

12-C COMMUNICATIONS

7. Chief Denz re Title change for Officer James Unger as Police Lieutenant
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate James P Unger as Police Officer and appoint James P Unger as Police Lieutenant effective July 1, 2014 at an annual salary of \$90,022.08 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
1. Supervisor Meegan re Creation of Engineer Assistant position
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to create the position of Engineer Assistant and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
2. Supervisor Meegan re Appointment of Eric Labrie as Engineer Assistant provisional
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to provisionally appoint Eric Labrie as full-time Engineer Assistant effective June 23, 2014 at an annual salary of \$39,118.66, Group 8A, Step 1 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Councilman Hart referred to the June 23rd effective date of appointment and questioned if the town is authorized to use a date prior to the position actually being created.

Supervisor Meegan responded the town is authorized and has a PO 17 dated June 6th. She stated the Engineering Department has expressed a great need to hire a replacement since Mr. Solly retired in February and after numerous interviews it was determined a new title of Engineer Assistant would be created with Erie County. Supervisor Meegan stated Mr. Labrie is a past employee who interned last summer, is familiar with town operations and a US veteran.

Councilman Hart stated his only concern was that even though a PO 17 was created Mr. Labrie was put on the payroll without board approval.

Supervisor Meegan stated the county does not have an issue with Mr. Labrie starting a week early as long as all necessary paperwork is complete. The narrative took time, but the paperwork is all complete and Mr. Labrie is a perfect fit for the job.

Councilman Hanley questioned if this will fill the opening in the Engineering Department.

12-C COMMUNICATIONS

2. (continued)

Supervisor Meegan responded this will fill the vacant position.

Councilman Hart questioned if Mr. Labrie will have the opportunity to advance and if the salary is satisfactory with civil service and the union.

Town Engineer Richard Henry responded that Mr. Labrie will have the opportunity to advance and the salary is satisfactory.

Supervisor Meegan stated the labor attorney was contacted and they are waiting for a memorandum of understanding (MOU).

Councilman Hart commented that Mr. Labrie will be a great employee for the town and his only concern was that there would not be a problem in the future since he started working before the Town Board appointed him.

Supervisor Meegan suggested that Councilman Hart contact her office prior to the meeting if he has any questions in the future.

Ayes: All

Noes: None

Motion Carried

3. Supervisor Meegan re Policy change for Town

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve a policy change effective July 1, 2014 stating no person having voluntarily retired from employment with the Town of West Seneca shall be hired to a paid position within the town, noting this policy change is to exclude Court Officers.

On the question, Councilman Hart questioned if there is an existing policy manual for inclusion of this policy change so it is not forgotten in the future.

Supervisor Meegan responded they are working on hiring a human resource person and this will be part of it, noting it is a recommendation not a law.

Councilman Hart stated the attorney's office has recommended this issue be addressed more thoroughly to avoid potential problems. He suggested the item be tabled for further discussion.

Supervisor Meegan questioned why she was not notified by the attorney's office of any potential problems with this proposed policy change.

12-C COMMUNICATIONS

3. (continued)

Attorney for the Town Charles Grieco responded he sent an email regarding this issue to the board members on Friday.

Councilman Hanley understood there was some concern with possible age discrimination and was in favor of tabling this item.

Motion by Councilman Hart, seconded by Councilman Hanley, to table this item.

Ayes: All

Noes: None

Motion Carried

4. Supervisor Meegan re
CodeRed service agreement

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the attached proposal and payment plan from CodeRed effective July 15, 2014 and continuing for a period of five (5) years and one hundred seventy (170) days and authorize the Supervisor to complete and sign the necessary paperwork.

On the question, Councilman Hart questioned a minor change mentioned by Attorney for the Town Charles Grieco.

Mr. Grieco stated the Town of Orchard Park made one minor amendment to the agreement prior to approval. He suggested the board members might want to make the same modification which will give the town the right to notice prior to any automatic renewal being initiated. The agreement can still be approved and the minor change added later.

Councilman Hanley questioned what will happen if the other town backs out in the future.

Mr. Grieco stated the contract will not give them the right to change anything, so he did not believe there would be any effect on the town.

Ayes: All

Noes: None

Motion Carried
APPENDICES

5. Councilman Hanley re
Creation of full time
Recreation Director position

Motion by Councilman Hanley, seconded by Councilman Hart, to adopt the following resolution:

WHEREAS, it has become apparent that the duties of Recreation Director can no longer be performed by a part-time employee; and

12-C COMMUNICATIONS

5. (continued)

WHEREAS, the Town Board wishes to convert the position of Recreation Director to full-time; and

WHEREAS, the creation of such position requires the approval of the Office of Erie County Personnel;

NOW THEREFORE BE IT RESOLVED the Supervisor is hereby authorized and directed to prepare and sign the required position change form requesting the creation of the position of Recreation Director as a full-time position and file the form with Erie County Personnel.

On the question, Supervisor Meegan questioned the procedure for converting and creating this position with no PO 17.

Councilman Hanley stated there is no inventory or position in Erie County or West Seneca inventory so they have to create the position.

Supervisor Meegan stated they need to do a narrative on the position.

Councilman Hart stated he contacted Erie County Personnel and was informed the town only needs to file a position change form. The position is in the town's inventory and Erie County will provide the form. This enables the Town Board to move forward with advancing the current position to full-time.

Supervisor Meegan stated a needs assessment study was conducted and all the work on this position was done in May 2013. She questioned the urgency and why they would not wait for pending test results for this position especially since Mr. Kroll is already working full-time hours under his current status of part-time seasonal.

Councilman Hart responded the town will be able to move forward very quickly once test results are released if the position is already approved and in place.

Councilman Hanley responded the request is not for Mr. Kroll to be appointed full-time. The request is to create a full-time position and be prepared to make an appointment when test results are released in September.

Councilman Hart further commented the position is rapidly becoming more demanding with all the programs Mr. Kroll has initiated. He believes Mr. Kroll deserves a chance to be appointed full-time if he scores well on the test.

Supervisor Meegan stated she was not denying that, she was questioning the procedure.

12-C COMMUNICATIONS

5. (continued)

Councilman Hart noted that Supervisor Meegan had stated earlier it takes a very long time to create a position, so instead of starting the paperwork when the test results come out they are starting it now.

Supervisor Meegan stated if the position is already in the town's inventory it does not take long. She did not understand the rush and stated the test results should be in within the next six weeks. Supervisor Meegan stated Mr. Kroll is doing a great job and her only question was the procedure for creating this position.

Ayes: All

Noes: None

Motion Carried

6. Highway Supt. re
Appointment of Sandra Lewis
as seasonal laborer in
Highway Department

Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Sandra Lewis as part-time seasonal laborer in the Highway Department effective June 30 – September 14, 2014 at a rate of \$10/HR and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

On the question, Councilman Hart questioned what Sandra Lewis will be doing.

Highway Supt. Matthew English responded that Ms. Lewis will be doing the same duties Bob Schultz was doing. Mr. Schultz was uncomfortable working after the article in the newspaper and heard that Councilman Hart had called another employee and asked him to keep an eye on him.

Councilman Hart denied that he asked any town employee to keep an eye on Mr. Schultz.

Councilman Hanley questioned if Ms. Lewis previously worked for the town and why the pay rate is \$10 instead of \$8 like the other summer help.

Mr. English responded that Ms. Lewis previously worked in this same position and the rate of pay has been \$10 in the past. She does not take a lunch hour and is there all the time.

Ayes: All

Noes: None

Motion Carried

12-C COMMUNICATIONS

8. Chief Denz re Termination of J. Scanlon & M. Leitzel as part time Public Safety Dispatchers

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Joshua D Scanlon and Matthew C Leitzel as part-time Public Safety Dispatchers effective June 3, 2014 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

9. Chief Denz re Termination of Walter J. Gawron as part time Crossing Guard

Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate Walter J Gawron as part-time school crossing guard effective July 1, 2014 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel, noting Mr. Gawron is retiring after 10 years of service to the town.

Ayes: All Noes: None Motion Carried

10. Recreation Director re Termination of inactive employees

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate the following employees from the town's active payroll and for clarification of records with Erie County Personnel effective June 30, 2014:

Daniel Feeney	Michael Prentice	Lauren P. Altman	Ashley Stewart
Kelly Hess	Victoria Dzaak	Jillian Marino	Zachary Fridman
Marco Gangarossa	Kevin Hanley		

and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Councilman Hanley stated Kevin Hanley is not a relative of his.

Ayes: All Noes: None Motion Carried

11. Recreation Director re Use of Sunshine Park for softball tournament

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve Crusade Against Impaired Driving to use Sunshine Park for their 7th annual CAID softball tournament on Saturday, August 9, 2014 from 9:00 AM – 6:00 PM.

Ayes: All Noes: None Motion Carried

12-C COMMUNICATIONS

12. Chief Denz re Appointment of Samuel C. Cellino & Andrew P. Wagner as part time Public Safety Dispatchers

Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Samuel C Cellino & Andrew P Wagner as part-time Public Safety Dispatchers effective July 1, 2014 at a rate of \$10.95/HR and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Councilman Hanley stated he is abstaining from voting on this motion because one of Samuel Cellino's parents is an officer at the company he works for.

Ayes: (2) Supervisor Meegan, Councilman Hart

Noes: None

Abstentions: (1) Councilman Hanley

Motion Carried

13. Chief Denz re Status change for part-time Public Safety Dispatchers James McCullough & Andrew Oscypala to seasonal

Motion by Supervisor Meegan, seconded by Councilman Hart, to change the status of part-time Public Safety Dispatchers James McCullough & Andrew Oscypala to part-time seasonal effective July 1 – 31, 2014 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

14. Chief Denz re Attendance at 2014 NYS Association of Chiefs of Police Training Conference

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize Chief Daniel M Denz to attend the 2014 NYS Chiefs of Police training in Lake Placid, New York, July 13 – 17, 2014 at a cost not to exceed \$1,300 noting that sufficient funds are available in the 2014 police training course line item #1.3120.0459.

Ayes: All

Noes: None

Motion Carried

15. Highway Supt. re Appointment of Kevin Smith as Working Crew Chief

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Kevin Smith as Highway Motor Equipment Operator and appoint Kevin Smith as Working Crew Chief, Group 6, Step 5, at a rate of \$29.46 per hour effective June 30, 2014 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

WEST SENECA TOWN OFFICES
1250 Union Road
West Seneca, NY 14224

TOWN BOARD PROCEEDINGS
Minutes #2014-12
June 30, 2014
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12-D APPROVAL OF WARRANT

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund - \$631,628.26; Highway Fund - \$139,952.91; Special Districts - \$1,562,253.11; Capital Fund - \$465,302.18 (voucher #'s 84301 – 84808); Trust & Agency Fund - \$36,227.36 (voucher #84679-84816)

Ayes: All

Noes: None

Motion Carried

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

CODE RED SERVICE AGREEMENT

Code Enforcement Officer John Gullo thanked the board for approving the Code Red Service Agreement and stated he will work closely with the Police Department to roll out a good program.

UPDATE ON RECREATION PROGRAMS

Recreation Director Craig Kroll stated that Day Camp began today and will run through August 8th. He noted 246 spots have been filled and permit approval was received from Erie County Health Department. Playgrounds that will be open and staffed 10:00 AM - 3:00 PM, Monday – Friday through August 15th include Dorrance, Allendale, Burchfield, Westgate and Harlem Road/Bellwood.

UPDATE ON SEWER PROJECT

Town Engineer Richard Henry stated the first three phases of the sewer relining project are approximately 60 percent complete. A total of 200,000 feet of relining is scheduled with 120,000 feet complete and 850 out of the scheduled 1,000 manholes have been rehabilitated. He will be requesting a bid date at the next meeting for the 48" main west of West Seneca West High School that goes toward Plant 5 and later in the year a bid date for the siphon and 36" main that proceed south. Televising of 76,000 feet of pipe is approximately 90 percent complete on Phase 4 and depending on costs associated with the 48" & 36" mains along with available funding, another contract will be bid in early 2015.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

EXECUTIVE SESSION

Motion by Supervisor Meegan, seconded by Councilman Hart, to recess to Executive Session at 7:40 P.M. to discuss five litigation matters with Attorney for the Town Charles Grieco and two personnel matters with Recreation Director Craig Kroll and Highway Supt. Matthew English.

Ayes: All

Noes: None

Motion Carried

The board members returned from Executive Session at 8:10 P.M.

ISSUES OF THE PUBLIC

FULL-TIME RECREATION DIRECTOR POSITION

Candace Kogut stated she works for West Seneca Youth Theater and commented on Recreation Director Craig Kroll's hard work and passion for the children and community.

Kathleen Kogut stated she is also associated with West Seneca Youth Theatre and commented on Mr. Kroll's dedication and constant willingness to help.

Frank Russo was not in favor of creating a full-time recreation director position and commented on other positions in town that have been eliminated. He suggested using part-time people to run the winter programs and appointing part-time seasonal help for the summer.

Jack Hess supported creation of a full-time recreation director, noting that softball, baseball, football and hockey are run by volunteers so a full-time recreation director is needed.

Councilman Hart questioned what type of service is needed from a full-time recreation director.

Mr. Hess responded there is a lot of work at night and on weekends, including phone calls, and a full-time recreation director is needed to run the department. He further commented the town needs to realize the amount of volunteer work that goes on and they need support.

Susan Kims stated she has mixed feelings about the recreation department, but with a \$240,000 payroll she felt there should be a full-time person to supervise the department.

ISSUES OF THE PUBLIC

QUASAR BUFFALO BIO-ENERGY PROJECT

David Kims referred to a recent Buffalo News article regarding Quasar and the West Seneca site being low bidder to take sludge from the Town of Tonawanda. He questioned the status of the town's moratorium that went into effect approximately six weeks ago.

Supervisor Meegan responded that a meeting will be scheduled in the near future and residents will be able to comment and voice their concerns. In the meantime, Quasar is entitled to and continues to be in operation at the Industrial Park.

DEVELOPMENT OF SENECA MALL SITE/FEASIBILITY STUDY

David Kims referred to the feasibility study for the Seneca Mall site and questioned why that information was aired on television.

Supervisor Meegan responded it was not the feasibility study it was the developer's proposal that was presented on television. The original plan that was studied changed dramatically and they are waiting for some figures to come back. Upon receipt of those figures, the board members and Attorney for the Town Charles Grieco will continue conversations and bond counsel will have to be hired if they decide to go in that direction. A public hearing will also take place.

Karen Lucachik thanked the Buffalo News for the article they published on the feasibility study for the Seneca Mall site and voiced her frustration that the results of the study have still not been made public.

Amy Carpenter questioned if the town is paying additional funds for updates to the feasibility study and Supervisor Meegan responded they are not.

Susan Kims questioned where the \$30,000 for the feasibility study for Seneca Place came from and understood it came from the sewer bond which is being paid for by three of the sewer districts.

Town Engineer Richard Henry responded that the feasibility study was not paid through the sewer bond, it was paid from the program maintenance which is all the 18 sewer districts in town that includes everything south of Route 400.

Mrs. Kims further questioned where the \$50,000 is coming from for the comprehensive plan study of Seneca Place.

Mr. Henry responded that this study will be funding by the GIS fund, but they have not initiated anything other than the preliminary study.

ISSUES OF THE PUBLIC

BEHAVIOR AT BOARD MEETINGS

Karen Lucachik commented on behavior, accusations and interrogation of board members that has taken place at past meetings. She thought this behavior is interfering with making the town a better place and asked that it be stopped. Mrs. Lucachik further commented on how political games seem to continue with the family and friends policy.

Amy Carpenter stated she would like to see the character assassinations taking place at the meetings stopped.

Dale Clarke stated they are not accusations they are facts, noting that Councilman Hart admitted he hired his relative and Councilman Hanley admitted to the issue with the Super Bowl trip.

Councilman Hanley responded that he did not accept Super Bowl tickets and had nothing to do with that issue. He appointed an individual to a position.

ELECTRICAL INSPECTOR POSITIONS

Frank Boncore stated he is interested in performing electrical inspections in town and has spoken to Supervisor Meegan, Councilman Hanley and Code Enforcement Officer John Gullo regarding this issue. He currently works for Commonwealth, has over 50 years experience in the business and has resided in town for over 30 years. He further stated the current electrical inspectors are not town residents and asked the board members to consider hiring him and his colleague who are both residents.

Councilman Hart questioned how an electrical inspector makes money.

Mr. Boncore responded he makes money directly from the homeowner/contractor when he wires a house, changes a service, certifies a pool installation or building, etc.

Supervisor Meegan stated this issue will be discussed at a future work session.

DEPAUL FACILITY AT SENECA CITY LINE

A South Buffalo resident questioned the status of the DePaul project and voiced his concern, noting that because of the location it will have a direct impact on residents in South Buffalo.

Town Clerk Jacqueline Felser responded a public hearing will take place at the next Town Board meeting on July 14th to consider approval of the zoning change.

ISSUES OF THE PUBLIC

POTHOLES

Amy Carpenter reported there are bad potholes on Mill Road Bridge and at the end of Woodward at Union Road.

David Monopolus reported two large potholes on Lexington Green.

HUMAN RESOURCE POSITIION

Amy Carpenter questioned the status of the Human Resource position.

Supervisor Meegan responded that Attorney for the Town Charles Grieco is working on the request for quotes and they will be moving forward.

UNION CONTRACTS

Amy Carpenter questioned if union contract discussions have begun and Supervisor Meegan responded that discussions will take place next year when the contracts are up.

RECREATION & ARCHITECTURAL COMMISSION

Amy Carpenter questioned the status of the Recreation & Architectural Commission and if individuals were appointed.

Recreation Director Craig Kroll stated they are discussing consolidation of the Youth and Recreation Boards.

Councilman Hart stated appointments were never made to the Architectural Commission. Revisions to the Comprehensive Plan have been discussed and the Architectural Commission will be merged with that process.

CODE RED SYSTEM

Amy Carpenter questioned the cost of the Code Red System and how it works.

Supervisor Meegan responded the Code Red system will cost \$11,000 for the remainder of this year and provide many opportunities for the town. Residents will sign up for the service and emergency information will be forwarded to home/cell phones and emails.

ISSUES OF THE PUBLIC

CODE RED SYSTEM (continued)

Chief Denz stated the Code Red system is basically a reverse 911 system used by most surrounding municipalities for a variety of different things. It can be used for local emergencies, town events and for national use when residents are out-of-state. The service is a very extensive well built system that has been researched over the past 10 years. Representatives from both West Seneca and Orchard Park have met and concluded this system is by far the best offered and most reasonable.

Councilman Hart responded the cost over a five year period is \$125,000 and the approximate annual cost will be \$23,014.

LUNCH BREAKS

Amy Carpenter referred to a previous statement by Highway Supt. Matthew English that some employees do not take lunch breaks and questioned if that is against the law.

Highway Supt. Matthew English responded the individual comes to work a little later, covers lunch hours for the two full-time employees and goes home without taking a lunch.

LEXINGTON GREEN FLOODING / BUFFALO CREEK

David Monopolus stated he attended the meeting at Winchester Community Church and questioned if the town acquired any of the necessary permits to allow dredging of Buffalo Creek. He further questioned if any work is going to be done in other areas of town that flooded.

Highway Supt. Matthew English responded he has been working with Town Engineer David Johnson and Mitch Martin from Senator Gallivan's office. The town applied for permits to push shoals, not to dredge the creek. All necessary paperwork has been submitted and they are just waiting for a response. Mr. English stated permits have been applied for in other potential and problematic flooding areas of town.

SENIOR CENTER / STATUS OF RESTROOM

Beverly Leising questioned if any new card tables have been purchased for the senior citizens center to replace the current tables that are heavy.

Senior Recreation Therapist of Senior Services Mary Josefiak stated the current tables were purchased prior to her employment with the town. Currently there is no money in the budget for new tables, but she is looking to find available funds for the purchase.

ISSUES OF THE PUBLIC

SENIOR CENTER / STATUS OF RESTROOM (continued)

Mrs. Leising questioned the status of the new bathrooms at the senior center and if there is a start and completion date.

Town Engineer Richard Henry responded the design is complete and they should be out to bid in August with construction to start in late September.

EXTRA TOTES

Beverly Leising understood 30 totes were dropped off and picked up at Winchester Fire Hall by town employees and questioned if this service is available to all residents having a party.

Highway Supt. Matthew English responded he would accommodate residents with extra totes for a short period of time if requested.

HARWOOD ROAD STREETLIGHTING

Beverly Leising questioned the status of the streetlight repair on Harwood Road.

Highway Supt. Matthew English stated they still need to get permission from the property owner to go on private property, noting the town only employs two electricians and there is a lot of work.

ETHICS COMMITTEE

Frank Russo commented that the newly established Ethics Committee is powerless and should be abolished. He further commented that former town employees and people involved in politics should not serve on the committee.

OVERTIME IN SEWER DEPARTMENT

Frank Russo questioned who is in charge of sewer department employees and who approves their overtime.

Supervisor Meegan responded that some of the sewer department employees are under engineering and some are under highway, depending on the job. She recognized the overtime issue and noted that all the pumping stations have been updated which has reduced the salaries.

ISSUES OF THE PUBLIC

COMPTROLLER POSITION

Frank Russo suggested hiring a Certified Public Accountant as part-time comptroller.

Supervisor Meegan responded that most other towns have a finance director and the town has just recently appointed Drescher & Malecki, so things are moving in a positive way. She further commented it is difficult to put someone in a part-time comptroller position because when the board changes they could lose their job.

PORTER SERVICE FOR GARBAGE TOTES

Johanna Guenther requested an update on her request for porter service for garbage totes for seniors and the disabled.

Highway Supt. Matthew English stated he has been looking into the porter service and his secretary is in the process of writing up the rules and regulations. He will look them over and forward them to Attorney for the Town Charles Grieco for review. Mr. English anticipated he would have this to Mr. Grieco in approximately one month.

DISPOSAL OF PUBLIC PROPERTY

Johanna Guenther questioned the legal procedure for disposal of public property.

Attorney for the Town Charles Grieco stated that items are declared as surplus and the board members authorize the sale.

HIRING IN HIGHWAY DEPARTMENT

Susan Kims referred to the question regarding the authority of Highway Supt. Matthew English to hire within his department and questioned if a determination was made.

Attorney for the Town Charles Grieco responded that he provided the board members with his legal opinion and they would have to share that information if they chose to do so.

Supervisor Meegan stated the board members had no response at this moment.

ISSUES OF THE PUBLIC

POLICY FOR POSTING TOWN JOBS

Susan Kims questioned the town's policy for posting jobs.

Supervisor Meegan responded there is no policy in place, but there is an understanding that when departments are in need of staff they go to the list through Erie County. She further noted there are several applications and resumes on file in her office and some part-time jobs like clerk typist are continually posted on the website.

Councilman Hart commented that they should devise a policy and guidelines for department heads to follow.

Councilman Hanley commented that he would like to see all jobs posted.

Mrs. Kims questioned if the new engineer assistant position was posted.

Supervisor Meegan responded that this is a civil service position and they had asked Erie County for a list. The appointment is provisional and subject to a civil service exam.

TOWN ATTORNEY WORK

Susan Kims questioned if former Town Attorney Shawn Martin is still doing work for the town and in what capacity.

Attorney for the Town Charles Grieco stated he still needs to consult with Mr. Martin on some matters that pre-date the appointment of his firm. This is on an as needed basis and he has always been very helpful. Mr. Grieco stated he hasn't seen the bills, but noted it is less expensive to have Mr. Martin update him than to research an issue himself.

COMPTROLLER'S OFFICE ISSUES

Susan Kims referred to accusations made by Dale Clarke concerning a bounced check and tape recording in the Comptroller's office.

Supervisor Meegan responded she was not aware of a bounced check and the employees filed a grievance concerning the tape recording so everyone in town government knew about it. The situation with the recording has been handled by the union and the attorneys and Mrs. Nihill has since filed her resignation with the town.

Councilman Hart stated Mrs. Nihill did not resign because of the accusations of tape recordings. He did not believe she was involved in the recording; it was another employee that did the recording.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

ETHICS CODE VIOLATION

Councilman Hart acknowledged he had made an error when voting on the appointment of his cousin as a full-time cleaner. He stated he had not read the Code of Ethics close enough and expressed regret. When the issue was discussed in Executive Session he stated he would have to abstain; however, as a favor to another board member he agreed to second the motion and vote. Councilman Hart apologized to the public, stating he will appear before the Ethics Board at 6 P.M. on July 14th and that he normally tries to avoid the politics.

COMMUNITY DAYS

Supervisor Meegan thanked the Civic & Patriotic Committee for the Community Days celebration and Recreation Director Craig Kroll for his assistance with Carolina Crown.

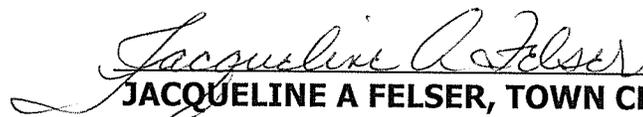
ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 9:05 P.M.

Ayes: All

Noes: None

Motion Carried



JACQUELINE A FELSER, TOWN CLERK

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of July 15, 2014 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 and the Town of West Seneca, a body politic and corporate of the State of New York ("Licensee") located at 1250 Union Road, West Seneca, NY 14224.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor, nor shall any school, school system, departments of education, university department(s) data be uploaded into the Service. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to ten (10) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the Town of West Seneca and the West Seneca Central School District in New York (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A. Licensee understands and agrees that the pricing set forth on Exhibit A is based upon Licensee's specific Calling Area, and that Licensee shall be required to provide Licensor with a custom shape file or work with Licensor to draw the proper mapping boundaries to define the Calling Area, and, notwithstanding the Effective Date, the provision of the Service hereunder shall not commence until a custom shape file or custom drawn map for the Calling Area has been provided from Licensee to Licensor.
4. **Term:** This Agreement, and the License extended herein, will continue for a period of five (5) years and one hundred seventy (170) days (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is based upon a multi-year, discounted rate and predicated on a population within the Calling Area not to exceed **44,999**. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.
6. **Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **five-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement by five (5) additional years at the end of each Initial Term or Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then-current Renewal Term.**

In the event the Agreement is renewed, such renewal shall trigger the following events on January 1st of every fifth year, commencing as of January 1, 2020:

a) Licensor will update its systems to extend the License and associated access codes for five additional years of use;

b) Licensor will invoice Licensee for additional year(s) of Service at the continued, multi-year discounted rate of one hundred fifteen thousand seventy dollars (\$115,070) per five-year Renewal Term which may be paid in annual installments of twenty-three thousand fourteen dollars (\$23,014) per year, and

c) Licensee agrees to pay the contract extension fee set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-

free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

10. Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

11. Disclaimer: In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

12. Appropriate Use of The Service: To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend,

indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

13. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

14. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

15. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174

As to Licensee: Town of West Seneca, Attn: John Gullo/Disaster Coordinator, 1250 Union Road, West Seneca, NY 14224

Either party may change the address provided herein by providing notice as set forth in this paragraph.

16. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's

fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

17. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
18. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
19. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Town of West Seneca, New York

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

Initial block purchase(s) of Prepaid System Minutes:

Five (5) year, one hundred seventy (170) day
Discount CodeRED NEXT Services Agreement \$ 125,788.85

Payments for the Initial Term will be due in six (6) installments as follows:

\$10,718.85 due on or before July 15, 2014
\$23,014.00 due on or before January 1, 2015
\$23,014.00 due on or before January 1, 2016
\$23,014.00 due on or before January 1, 2017
\$23,014.00 due on or before January 1, 2018
\$23,014.00 due on or before January 1, 2019

<u>Unlimited</u> CodeRED System Minutes	\$ <u>Included</u>
Up to <u>10</u> CodeRED user pass codes Additional pass codes may be purchased for an annual fee of \$150.00 per pass code.	\$ <u>Included</u>
One (1) CodeRED distance training session Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum).	\$ <u>Included</u>
Initial Residential Database Upload	\$ <u>Waived</u>
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>

Database Accuracy Updates:

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

2.5¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Professional Services Upon Request: \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.