

WEST SENECA COMMUNITY CENTER
1300 Union Road
West Seneca, NY 14224

TOWN BOARD PROCEEDINGS
Minutes #2020-02
January 23, 2020

Supervisor Gary Dickson called the meeting to order at 6:00 P.M.

ROLL CALL: Present - Gary Dickson Supervisor
William Bauer Councilman
Joseph Cantafio Councilman
William P. Hanley, Jr. Councilman
Jeff Piekarec Councilman

Absent - None

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

2-A MINUTES TO BE APPROVED

Motion by Supervisor Dickson, seconded by Councilman Piekarec, to approve minutes from the Organizational Meeting of January 3, 2020.

Ayes: All Noes: None Motion Carried

Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve Minutes #2020-1 of January 6, 2020

Ayes: All Noes: None Motion Carried

PRESENTATION OF DEPARTMENT HEADS

Councilman Hanley

- Electronics recycling event sponsored by Assemblyman Burke to be held January 25th at the UB South Campus
- Meeting with Kate Lockhardt of the Western New York Law Center to introduce Supervisor Dickson
- The oldest zombie property on Jasmine Avenue is now for sale

Recreation Supervisor

- Summer day camp program registration beginning soon
- Please see the website for special hours for resident ID cards
- Open skate events are listed online
- Currently hiring for summer positions including life guards and camp staff
- Several free and low cost programs offered during the winter months
- Visit the website and social media pages for up to date information

PRESENTATION OF DEPARTMENT HEADS (continued)

Supervisor Dickson

- Has been meeting with all of the departments
- There are cards on the podium for the public to leave questions for the Town Board
- Will prepare a resolution to hire a representative to review insurance plans on behalf of the Town Board

Councilman Bauer

- There will be a meeting for the Burchfield Nature & Art Center to discuss the rehabilitate the building

Chief Denz

- The annual police awards night will be at the March 2, 2020 Town Board meeting
- Erie County Office of Emergency Management offering new government officials training on March 16, 2020, there will be 2 sessions – morning and evening
- Requested an executive session for the replacement of 2 employees and proceeding with a shared services contract with West Seneca school district.

PUBLIC COMMENTS ON COMMUNICATIONS

No comments were received from the public.

NEW BUSINESS

- Paul Wolf, Board President of the Buffalo/Niagara Coalition on Open Government gave a presentation on Open Meetings Law and Freedom of Information stating the following are some of the best practices for municipalities to follow:
 - ✓ Meeting agendas, including all related documents should be posted online 2 -3 days before a meeting
 - ✓ Department heads report should be posted online when a written copy is provided
 - ✓ Meeting minutes need to be available within two weeks, encourage a draft be posted online as soon as possible
 - ✓ Allow public to speak on any topic early in the meeting
 - ✓ Video recording of all boards is encouraged
 - ✓ Executive sessions should be limited in frequency and the items be more specific
 - ✓ Annual financial disclosure forms are required for municipalities with populations of fifty thousand people or more; West Seneca doesn't meet the threshold but the board can decide to do it through an Ethics Code update, then post reports online
 - ✓ Provide a link on the home page for FOIL requests; the request form shouldn't ask for a reason
 - ✓ FOIL request links for the Police Department and Courts should be available
 - ✓ A method of tracking FOILS should be utilized
 - ✓ "Notify Me" link for meeting notifications should be prominent

2-B COMMUNICATIONS

1. Councilman Hanley re Appointment of Evelyn Hicks as Environmental Commission Chairperson
Motion by Supervisor Dickson, seconded by Councilman Cantafio, to re-appoint Evelyn Hicks as Chairwoman of the West Seneca Environmental Commission for a two year term effective January 1, 2020 through December 31, 2021.
Ayes: All Noes: None Motion Carried

2. Councilman Hanley re Appointment of Andrew Beehler to the Environmental Commission as Youth Member
Motion by Supervisor Dickson, seconded by Councilman Hanley, to appoint Andrew Beehler to the Environmental Commission as Youth Member effective January 2020 through December 2021.
Ayes: All Noes: None Motion Carried

3. Councilman Hanley re Appointment of Amelia Greenan to the Zoning Board of Appeals
Motion by Supervisor Dickson, seconded by Councilman Bauer, to appoint Amelia Greenan to the Zoning Board of Appeals effective January 23, 2020 through December 31, 2024 and further authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question Supervisor Dickson stated Amelia Greenan was one of the applicants for the open position, she did well in her interview and has extensive public service experience and should do very well.

Ayes: All Noes: None Motion Carried

4. Town Attorney re West Seneca Chamber of Commerce
Motion by Supervisor Dickson, seconded by Councilman Hanley, to adopt the following resolution authorizing the supervisor to execute the attached Professional Services Agreement with the West Seneca Chamber of Commerce, Inc., for certain professional services related to planning, organizing, coordinating, and implementing a variety of economic development related operations:

2-B COMMUNICATIONS (continued)

WHEREAS, the Town of West Seneca (herein referred to as "Town") recognizes that it requires professional services to plan, organize, coordinate and implement a variety of economic development related operations; and

WHEREAS, the West Seneca Chamber of Commerce's (herein referred to as "Chamber") Mission is consistent with the Town's vision to promote economic development in the Town; and

WHEREAS, the Town desires to enhance continued efforts to expand its tax base for the benefit of the taxpayers by enlisting the services of a community economic development coordinator; and

WHEREAS, the Chamber possess a variety of professional and technical skills to provide support to the Town by providing services to plan, organize, coordinate, and implement a variety of economic development related operations.

NOW THEREFORE, be it resolved that the Town Board of the Town of West Seneca authorizes the Supervisor to execute the Professional Services Agreement with the West Seneca Chamber of Commerce, Inc., for certain professional services related to planning, organizing, coordinating, and implementing a variety of economic development related operations.

On the question Councilman Hanley clarified the only change is to the timeliness of payments from the Town to the Chamber and the Chamber will still provide quarterly reports to the Town. Supervisor Dickson stated the reports will be put online.

Ayes: All

Noes: None

Motion Carried
APPENDICES

5. Town Attorney re Attendance at the Association of Towns Conference

Motion by Supervisor Dickson, seconded by Councilman Hanley, to authorize Town Attorney Tina Hawthorne to attend the Association of Towns Annual Meeting & Training February 16 - 19, 2020 located in New York City at a cost not to exceed \$2,000 in accordance with §77-b of the General Municipal Law, subdivision 3, noting the money is allocated in Town Attorneys travel and conferences budget line 1.1420.0435.

Ayes: All

Noes: None

Motion Carried

2-B COMMUNICATIONS (continued)

6. Town Attorney re Association of Towns Voting Delegate Motion by Supervisor Dickson, seconded by Councilman Cantafio, to adopt the following resolution designating a voting delegate and an alternate voting delegate to cast the vote of the Town at the Annual Business Session of the Association of Towns on February 19, 2020:

WHEREAS, the Association of Towns of the State of New York will hold the Annual Business Session on February 19, 2020, in the Astor Ballroom of the New York Marriott Marquis in New York City and votes will be cast pursuant to Section 6 of Article III of the Constitution and Bylaws of said Association; and

WHEREAS, the Town Board of West Seneca has determined that it is in the best interest of West Seneca and its residents to participate in the Annual Business Session and exercise voting rights; and

WHEREAS, it is necessary for the Town Board to designate a voting delegate and an alternate voting delegate for the Town of West Seneca to cast the vote of the Town of West Seneca at the Annual Business Session; and

NOW THEREFORE, be it resolved that the Town Board of the Town of West Seneca designates Supervisor, Gary A. Dickson, to be the voting delegate and the Town Attorney, Tina M. Hawthorne, to be an alternate voting delegate.

Ayes: All

Noes: None

Motion Carried

7. Town Attorney re Resolution for Waste Carts, Recycling Carts, and Parts (Rehrig Pacific Co.) Motion by Supervisor Dickson, seconded by Councilman Hanley, to adopt the following resolution for the procurement of waste and recycling totes as requested by the Highway Superintendent and authorize Highway Superintendent Brian Adams to enter into a contract with Rehrig Pacific Company with the terms and conditions of the solicitation and the bid proposal, with the pricing in accordance with the invoice proposal:

2-B COMMUNICATIONS (continued)

WHEREAS, the Town of West Seneca has a shortage of inventory of waste carts and recycling carts to service residents waste and recycling pick up services; and

WHEREAS, the Town endeavors to pursue methods that reduce costs while providing adequate and reliable services to our residents; and

WHEREAS, the Town of West Seneca Highway Superintendent has reviewed a bid request made by Miami-Dade County, Florida for competitive solicitations on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organization for waste carts, recycling carts, cart parts, bins, and related products and services; and

WHEREAS, Miami-Dade County opened the bidding process on or about January 24, 2016 and received sealed bid proposals in response to their bid request under RFP 00254; and

WHEREAS, Miami-Dade accepted the written bid proposal of Rehrig Pacific Company, dated March 4, 2016, and contracted with Rehrig Pacific Company on October 5, 2016 to procure waste carts, recycling carts, and cart parts; and

WHEREAS, the Town of West Seneca Highway Superintendent has reviewed said RFP conducted by Miami-Dade, obtained a proposal from Rehrig Pacific Company for the procurement of 225 65 gallon waste carts, 150 95 gallon waste carts, and 225 65 gallon recycling carts, and the Highway Superintendent wishes to procure said carts from Rehrig Pacific Company based on the findings from the due diligence of the RFP by Miami-Dade where Rehrig Pacific Company was the awarded vendor; and

WHEREAS, any contract agreement to be prepared as a result of the aforementioned award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the submitted bid proposal, with the pricing in accordance with the invoice proposal; and

RESOLVED, that the Town of West Seneca does hereby authorize and direct the Highway Superintendent of the Town to enter into a contract with Rehrig Pacific Company with the terms and conditions of the solicitation and the submitted bid proposal, with the pricing in accordance with the invoice proposal.

On the question, the votes are for the four developments that lost condominium status last year. Each residence will receive two 65 gallon totes; as well, an extra 150 totes are being purchased for stock. They were not budgeted for last year and the budget transfer will allow for this purchase

Ayes: All

Noes: None

Motion Carried

2-B COMMUNICATIONS (continued)

8. Highway Sup't. re Title change for Jeremy Musial to Highway Motor Equipment Operator

Motion by Supervisor Dickson, seconded by Councilman Piekarec, to terminate Jeremy Musial as a Highway Laborer and appoint him as a Highway Motor Equipment Operator Group 2, Step 5 at a rate of \$31.17 per hour as per the Blue Collar Contract effective January 24, 2020 and further authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question Brian Adams stated this appointment fills a vacancy per the Blue Collar Union contract and is filled by seniority.

Ayes: All Noes: None Motion Carried

9. Highway Sup't. re Title change for Robert Walsh to Highway Laborer

Motion by Supervisor Dickson, seconded by Councilman Hanley, to terminate Robert Walsh as a Sanitation Laborer and appoint him as a Highway Laborer Group 1, Step 3 at a rate of \$24.91 per hour effective January 24, 2020 and further authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Brian Adams stated Mr. Walsh has been an exceptional worker who is mechanically inclined; he will be a huge asset to the Highway Department.

Ayes: All Noes: None Motion Carried

10. Highway Sup't. re Appointment of Matthew McCarthy to full-time Sanitation Laborer

Motion by Supervisor Dickson, seconded by Councilman Hanley, to terminate Matthew McCarthy as a Part-time Sanitation Laborer and appoint him as a Full-time Sanitation Laborer Group 7, Step 1 at a rate of \$20.64 per hour as per the Blue Collar Contract effective January 24, 2020, noting his appointment is contingent upon passing the drug and alcohol testing, and further authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Brian Adams stated the position fills a vacancy from Robert Walsh's promotion; he was an exceptional part-time worker in sanitation, he is dedicated, hard working and reliable.

Ayes: All Noes: None Motion Carried

2-B COMMUNICATIONS (continued)

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| 11. Recreation Supervisor re
2020 swim lesson programs | Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve the 2020 swim lesson programs. |
| | Ayes: All Noes: None Motion Carried |
| 12. Recreation Supervisor re
Let's Play Basketball program | Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve the Let's Play Basketball program. |
| | Ayes: All Noes: None Motion Carried |
| 13. Chief Denz re Attendance at
International Law
Enforcement Educators &
Trainers Association | Motion by Supervisor Dickson, seconded by Councilman Cantafio, to authorize Captain Edward Baker and one other officer to attend the International Law Enforcement Educators and Trainers Association (ILEETA) training conference March 23 through March 27, 2020 in St. Louis, Missouri noting the total cost of the training is not to exceed \$3,000.00, sufficient funds are in the police training line item 1.3120.0459, and it is an annual training conference that is regularly attended. |

On the question, Chief Denz announced Detective Serafini has been invited to do a presentation on behalf of West Seneca and will be conducting courses at the event.

Ayes: All Noes: None Motion Carried

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| 14. Director of Finance re
Budgetary transfer request | Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve a budgetary transfer of \$25,112.00 from Contingency Acct. #1.1990.0480 to Sanitation Equipment Acct. #1.8160.0200 for purchase of garbage totes. |
| | Ayes: All Noes: None Motion Carried |

2-C REPORTS

- Amy M. Kobler, Town Clerk's report December 2019 and year end received and filed.
- Jeffrey Schieber, Code Enforcement Officer's building & plumbing reports for December 2019 received and filed.

2-D APPROVAL OF WARRANT

Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve the vouchers submitted for audit, chargeable to the respective funds as follows: General Fund - \$298,858.69; Highway Fund - \$100,858.75; Capital Fund - \$357,426.00; Sewer Fund - \$1,175.68; Electrical Lighting - \$264.99 (vouchers 9431 – 10058)

Ayes: All

Noes: None

Motion Carried

OLD BUSINESS

- Supervisor Dickson advised the Town has contacted Erie County regarding the traffic barrel covering a catch basin on Seneca Street, any structural concerns, and what repairs will be made.

2-E TABLED ITEMS

1. Supervisor Dickson re Operation logs for town owned vehicles

Motion by Supervisor Dickson, seconded by Councilman Hanley, to receive and file.

On the question Councilman Hanley stated gas delivery, filling, and location of trucks is recorded electronically.

Ayes: All

Noes: None

Motion Carried

2. Supervisor Dickson re Rules of Order for meetings of the Town Board

Motion by Councilman Piekarec to amend No. 12 to state "To maintain proper decorum at Town Board meetings no member of the public shall engage in any behavior that can be construed as violent, threatening, or overly obscene. Engaging in this type of behavior will result in removal from the meeting. In addition any type of peaceful demonstration that disrupts the ability of the meeting to proceed for more than 30 seconds will result in removal from the meeting".

On the question, Councilman Hanley stated he is not in favor of 30 seconds and questioned who would be removing the resident and for how long. Councilman Hanley stated he is a firm believer in the public's right to voice their opinion; people express their displeasure in different ways.

2-E TABLED ITEMS (continued)

Councilman Piekarec replied while he attended meetings in the past, he was one to "boo" the previous Town Board; although people have a right to express themselves, a time frame would allow the meeting to continue.

Supervisor Dickson noted the language states removal is for any demonstration that disrupts the ability of the meeting to proceed. People who aren't happy may get up and express their frustration. This is trying to address people who are so disruptive the meeting cannot proceed.

Chief Denz stated removal of the public from a public event by the staff of law enforcement becomes a bit dicey as far as litigation against First Amendment rights.

Town Attorney Tina Hawthorne stated she would like the opportunity to review the amendment; there does not need to be a time frame.

Councilman Cantafio questioned if changing the words "will" to "may" and removing the time make the amendment more acceptable. Ms. Hawthorne replied the change would make huge difference. Chief Denz agreed with the change.

Councilman Cantafio suggested changing the statement to state: "To maintain proper decorum at Town Board meetings no member of the public shall engage in any behavior that can be construed as violent, threatening, or overly obscene. Engaging in this type of behavior may result in removal from the meeting" and remove the rest of the statement. Ms. Hawthorne and Chief Denz stated they concur with the suggested change.

Supervisor Dickson suggested leaving the item on the table to complete the recommended changes.

Motion by Councilman Piekarec to withdraw the amended motion.

Motion by Supervisor Dickson, seconded by Councilman Hanley, to table the item for further review.

Ayes: All

Noes: None

Motion Carried

**PROFESSIONAL SERVICES AGREEMENT
WEST SENECA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT, entered into this ___ day of _____, 2020, by and between the Town of West Seneca, New York (the "Town"), a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1250 Union Road, West Seneca, New York, and the West Seneca Chamber of Commerce, Inc., (the "Chamber") a not-for-profit corporation organized and existing under the laws of the New York, with offices located at 1300 Union Road, West Seneca, New York.

WHEREAS, the Town recognizes that it requires professional services to plan, organize, coordinate and implement a variety of economic development related operations; and

WHEREAS, the Chamber's Mission is consistent with the Town's vision to promote economic development in the Town; and

WHEREAS, the Town desires to enhance continued efforts to expand its tax base for the benefit of the taxpayers by enlisting the services of a community economic development coordinator; and

WHEREAS, the Chamber possesses a variety of professional and technical skills to provide support to the Town by providing services to plan, organize, coordinate, and implement a variety of economic development related operations.

NOW THEREFORE, the Town and the Chamber, for and in consideration of the mutual promises and undertakings herein set forth, agree as follows:

1. SERVICES TO BE RENDERED; FIXED COST CONTRACT

1.1 Services of the Chamber: The Chamber agrees to perform that work and those services identified and more particularly described as follows:

- a.) Maintain regular office hours;
- b.) Attend scheduled manager meetings with the Erie County Industrial Development Agency (the "ECIDA");
- c.) Actively solicit businesses to locate within the Town's boundaries;
- d.) Assist West Seneca businesses interested in relocation or expansion within the Town;
- e.) Act as a liaison between the ECIDA and West Seneca businesses;
- f.) Inform and educate West Seneca businesses about the ECIDA programs and other economic development programs;
- g.) Participate in community development activities;
- h.) Work in conjunction with the Town Code Enforcement Office and the Town Attorney to assist businesses with understanding the various Town approval processes.

1.2 Fixed Cost Contract: This is a fixed cost contract. The cost shall not exceed, unless approved by an amendment, **FIFTEEN THOUSAND DOLLARS (\$15,000.00) annually**.

1.3 Quarterly Reports: The Chamber shall provide the Town with a quarterly report of its services on or before January 1st, April 1st, July 1st, and October 1st. Further, at the request of the Town, the Chamber shall meet with its representatives to review ongoing initiatives and progress.

2. COMMENCEMENT; TERM

2.1 Commencement Date: Performance of Services shall begin on January 1, 2020.

2.2 Term: The Term of this Agreement shall be from January 1, 2020 through December 31, 2020.

3. PERSONNEL

3.1 Personnel: The Chamber represents that it has, or will secure at its own expense, all professionally qualified personnel required to perform the services outlined in this Agreement.

3.2 Chamber's Status as Independent Contractor: The Chamber and its personnel shall not be employees of the Town for any purpose. The Chamber shall have sole responsibility to employ, supervise and pay such employees, professionals, subcontractors, and sub-consultants as are necessary for the efficient performance of this Agreement. Under no circumstances shall the Town be responsible for any employee, professional, principal, subcontractor, or sub-consultant of the Chamber for the payment of wages, fees, taxes, withholding, workers' compensation, unemployment insurance, or any other form of remuneration that would signify an employer/employee relationship between the Town and the Chamber or any employee, professional, principal, subcontractor or sub-consultant of the Chamber.

4. TERMINATION FOR CAUSE

4.1 Events of Default: Any one or more of the following acts or omissions by the Chamber shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- a. Failure to perform or complete any of the Services as scheduled or as required by this Agreement;
- b. Failure to maintain the records required hereunder or to permit access thereto;

- c. Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement;

4.2 Termination:

- a. Upon the occurrence of any Event of Default, Town shall thereupon have the right to terminate this Agreement by giving written notice to the Chamber of such termination and specifying the effective date of termination, which shall be on at least fourteen (14) days' notice.
- b. The Town further reserves the right, upon thirty (30) days' written notice, to terminate this Agreement for reason other than upon the occurrence of any Event of Default after discussion and attempt to resolve the underlying basis for the termination of this Agreement.
- c. In such event, the Chamber shall refund, if applicable, the Town with a pro-rata share of the fixed cost paid pursuant to the terms of this Agreement as of the date of the written notice to terminate.

5. RECORDS AND AUDITS

The Chamber shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records shall be made available for inspection and audit purposes to the Town. The Chamber shall preserve all such records for three years after the expiration of this Agreement.

6. AMENDMENTS

The Town may request changes in the services to be performed hereunder by the Chamber. Such changes shall be mutually agreed upon by and between the Town and the Chamber. Any mutually agreed upon changes shall be incorporated in written amendments to this Agreement.

7. ASSIGNABILITY

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town.

8. WAIVER OF BREACH

No waiver by the Town of its right to enforce any provisions hereof after any default on the part of the Chamber shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the consultant.

9. PAYMENT

Payment under this Agreement shall be made to the Chamber by the Town in four (4) equal installments of \$3,750.00. The first payment shall be due upon execution of the Agreement, and the remaining payments shall be made upon receipt of the second, third and fourth quarterly reports as set forth above.

10. INDEMNIFICATION

The Chamber will defend, indemnify, hold harmless, and exempt the Town and its subcommittees and elected officials, its staff and all their officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Chamber, its officers, agents, subconsultants, servants, or employees: provided however, that the Chamber shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Client, its offices, agents, servants and employees, or third parties.

11. SEVERABILITY

Should any provision in any section of this Agreement be found to be illegal or otherwise unenforceable, all other provisions and sections of this Agreement shall remain in full force and effect.

12. ENTIRETY

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any amendment to this Agreement shall be void unless it is in writing and subscribed by the party against whom the amendment is sought to be enforced.

13. VENUE

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, the venue for the resolution of such a dispute shall be the County of Erie, State of New York.

TOWN OF WEST SENECA

By: *Ray Adel*

Title: Supervisor

WEST SENECA CHAMBER
OF COMMERCE, INC.

By: *Paul Hurley*

Title: Executive Director