

DRAFT

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.

MINUTES TO BE APPROVED

- Motion by Supervisor Dickson, seconded by Councilman Hanley, to approve Minutes #2021-09 of May 3, 2021.

Ayes: All Noes: None Motion Carried

LEGAL NOTICES

1. Proofs of publication and posting of legal notice: "OF A PUBLIC HEARING TO HEAR ALL PERSONS INTERESTED IN THE ADOPTION OF LOCAL LAW NO. 3, THE CREATION OF A YOUTH AND RECREATION COMMISSION" in the Town of West Seneca received and filed.

Motion by Supervisor Dickson, seconded by Councilman Cantafio, to open the public hearing.

Ayes: All Noes: None Motion Carried

No comments were received.

Motion by Supervisor Dickson, seconded by Councilman Hanley, to close the public hearing.

Ayes: All Noes: None Motion Carried

On the question, Town Attorney Hawthorne stated in §11.3 there are two references to "Recreation Director" instead of "Supervisor" and requested the adoption of the local law with the two edits.

Motion by Supervisor Dickson, seconded by Councilman Bauer, to adopt Local Law No. 3 to create a Youth and Recreation Commission as described in the attached draft, noting in §11.3 the two references to Recreation Director will be changed to Recreation Supervisor.

Ayes: All Noes: None Motion Carried
APPENDICES

PUBLIC COMMENTS ON COMMUNICATIONS

A resident commented on the discussion of term limits with the following questions:

- ✓ Would the term limit law allow or prohibit one from holding other elected positions – Councilman Piekarec stated someone could run for separately elected offices.
- ✓ Would this mean a person could hold two offices at the same time, not attend any meetings, and be paid for both – Councilman Piekarec stated the term limits law does not address pay and believes NYS law prohibits holding two offices at once in the same town. Town Attorney Hawthorne stated one could not and mentioned a quorum for voting as one reason.
- ✓ How do partial terms work – Councilman Piekarec gave the example of a taking a different office due to special circumstances, then the partial term would not be counted toward the limit.

NEW BUSINESS

10-A ANNOUNCEMENTS

- Supervisor Dickson re Update on Sales Tax Revenue
- Councilman Piekarec re Term limits

Councilman Piekarec gave an overview of his proposed local law and stated he is open to suggestions and comments.

Town Attorney Hawthorne explained the process of adopting a local law: A Council Member will make a request to schedule a public hearing at a Town Board meeting, seven days prior to the public hearing a hard copy of the proposed local law shall be provided to all Town Board members for consideration, a notice of publication completed by the Town Clerk, the public hearing would be held and then the law would be voted upon; if adopted, the Town Clerk would file the local law with the New York Secretary of State within twenty days and upon it's filing the local law takes effect.

Supervisor Dickson reiterated this is the beginning of the process and Councilman Piekarec is not offering his final draft at this point.

Councilman Bauer stated he has faith in the taxpayers and voters to ascertain the capabilities and talents of the candidates on election day. Further, it is the obligation and privilege of the registered voters to limit the term of elected officials and the responsibility should not be borne by the Town Board. Councilman Bauer compared running the town to running a business. The experience that allows one to be successful should be retained and not limited as long term growth and sustainability is the common goal of both types of organizations. The term limits would require "firing" half of upper management every four years, thus losing the benefits of nurturing the talents of the elected officials/managers. Additionally, Councilman Bauer spoke to retired Town Supervisor Joan Lillis and stated the taxpayers and voters of West Seneca elected and re-elected Ms. Lillis to three terms as a councilperson and three terms as the Town Supervisor for a total of twenty four years: an example of the epitome of service and respect in the community. Further, Ms. Lillis is against term limits for elected officials in the Town of West Seneca as is Councilman Bauer. Councilman Piekarec stated some companies do have term limits for their Board of Directors and bringing in new people can bring in new ideas. Term limits encourages more people to run for office and does not believe any one person should be on the Town Board for twenty years.

Councilman Cantafio questioned why the Town Justices would not be covered by term limits. Councilman Piekarec stated the Town Board is restricted in its ability to control the courts under state law.

Councilman Cantafio stated using the words corruption and complacency raise concerns and is unaware of any illegal corruption that occurred in the last fifty years. In fact, in the last fifty years there have been over forty people elected; of those, ten people served three terms and only three people served four terms. Councilman Cantafio searched for data on corruption and cited the latest study from 2018 shows that most corruption occurs in the first or second term. As a result, using term limits to avoid corruption is not a good argument, though encouraging new ideas would be. Further, because four of the five Town Board members have served for only a year and a half, Councilman Cantafio feels very uncomfortable making the decision about term limits and would like this put to a vote by the residents as this is a major change. In addition, Councilman Cantafio has concerns about including the Town Clerk and Highway Superintendent in this local law, as the skill set required of those positions is very different than council members and would like to consider removing them from this law. Councilman Piekarec replied the reason most corruption cases will be brought in the first or second terms is probably because it is still a statistic that most politicians will not serve twelve, ten, or even six terms. Councilman Piekarec stated the best example in West Seneca would probably be Paul Clark. Councilman Piekarec further stated one could argue that somewhere related to campaign, somewhere related to business Mr. Clark pled guilty to a misdemeanor; this would have been in his fourth term. Councilman Piekarec disagreed with Councilman Cantafio stating the voters elect the council members to enact laws, pass resolutions, approve the budget, etcetera, and during his campaign one of the top issues was term limits. As well, an online poll was conducted and while there was some manipulation the support for term limits was overwhelmingly favorable. Councilman Cantafio addressed the comment about Paul Clark clarifying it was not corruption related to Mr. Clark's term of office in West Seneca. Further, three hundred responses are not a valid representation when the majority of residents Councilman Cantafio has spoken to are not on Facebook.

Supervisor Dickson stated there are limitations in New York State for referendums and this item does not allow for one according to an opinion by the NYS Attorney General or Comptroller. Town Attorney Hawthorne stated it was an Attorney General's opinion that stated there is no required referendum; however, it may be something the town can choose to have a referendum on and will research this.

Councilman Hanley reiterated he would support term limits under the right conditions and agrees voters should make the ultimate decision. Additionally, he would not support term limits for the Town Clerk or Highway Superintendent, possibly even the Supervisor, and reiterated the benefits re-elected long term office holders bring to town.

Supervisor Dickson stated many elections over the last twenty years offered little or no choice to the voters as only one candidate was running.

A resident questioned/commented as follows:

- ✓ Will the board be voting at this meeting – Councilman Piekarec anticipates making some adjustments and bringing a draft to the next meeting; then start the process of making it a local law at the following meeting.

1. The Committee shall be an advisory committee to the Town Board. In their capacity, the Committee shall make recommendations and follow up on recommendations approved by the Town Board as it relates furthering the Policing Reform Plan and increasing citizen participation and involvement with local policing, including reviewing the annual survey conducted by the Town to gain the perspective of the community on the West Seneca Police Department.
2. The Committee shall consist of fifteen (15) members. The initial membership shall consist of those individuals that made up the West Seneca Reform & Reinvention Task Force. The Task Force will transition into the Committee.
3. The Committee shall be open to new membership. Any new members or vacancies shall be appointed/filled by the Town Board.
4. The following individuals shall act as advisors to the Committee: Town Supervisor, Chief of Police, Assistant Chief of Police, Captain of Patrol, and Captain of Administration/Public Information Officer.
5. At the first meeting of the Committee, the Committee shall appoint a Chair of the Committee and a secretary to the Committee.
6. The Committee shall meet on a quarterly basis beginning in July of 2021.
7. The Committee shall work in partnership with the Community Outreach Liaison/Division of the West Seneca Police Department to explore ways to increase citizen participation and involvement in community policing.
8. No member of the Committee shall be compensated by the Town for their work on the Committee.

On the question, Town Attorney Hawthorne stated it was recommended the size of the committee be between nine – thirteen members. However, the task force was comprised of fifteen members and the intention was the transition of the task force to the committee; if the intention is to have a smaller committee the board should adopt the resolution and state the committee shall have a minimum of nine members in the event fifteen becomes too cumbersome. Supervisor Dickson replied it is fine to adopt it as it is.

Ayes: All

Noes: None

Motion Carried

4. Town Attorney re Behavioral Health Team Agreement – Endeavor Health Services and WSPD

Motion by Supervisor Dickson, seconded by Councilman Cantafio, to adopt the following resolution authorizing the Supervisor to execute the Behavioral Health Team Agreement with Endeavor Health Services with the terms set forth in the attached agreement:

WHEREAS, the Town of West Seneca Police Department is requesting that the West Seneca Town Board authorize the Supervisor to sign the Behavioral Health Team Agreement between Endeavor Health Services and the Town of West Seneca;

WHEREAS, entering into this Agreement would result in an embedded behavior health clinician at the Town of West Seneca Police Department, which would allow the Police Department to implement a co-responder model to better serve the community by providing immediate screening, assessment, follow-up and linkage to appropriate services for people in need of support due to mental illness, substance use, poverty, domestic violence, homelessness, abuse, and/or trauma;

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of West Seneca hereby authorizes the Supervisor to execute the Behavioral Health Team Agreement with Endeavor Health Services with the terms set forth in the attached Agreement.

On the question, Captain Cosgrove introduced Elizabeth Maura, CEO of Endeavor Health Services, to explain what the co-responder model is.

Ms. Maura stated Endeavor Health has current contracts with Cheektowaga, Tonawanda, and Buffalo Police Departments, as well as probation, parole, Child Protective Services, among others. The goal is to divert and build on a partnership between behavior services and knowledge of mental health and substance use. It is a no force first model and streamline people right into treatment or supportive services. After one year in Buffalo there was only one arrest and one person sent to jail out of the calls they co-responded to. Municipalities experience cost savings from unnecessary jails and hospitalizations. Another benefit is the ongoing partnership and trust, and the follow up Endeavor provides.

Supervisor Dickson questioned if an Endeavor employee will be in West Seneca on a regular schedule and at what point would that person become involved. Ms. Maura stated there will be a full-time employee in the town to offer after hours coverage as needed; their involvement typically starts when dispatch received the call. Supervisor Dickson questioned why this is not handled through Erie County's social services. Ms. Maura explained the county services are a component of the process, co-response teams assist the police departments because of safety factors where county employees cannot respond on their own. Endeavor is a licensed outpatient clinic and offers additional services.

Councilman Bauer requested periodic reports to justify the investment the town is making. Captain Cosgrove confirmed this will be provided.

Supervisor Dickson noted the prorated cost through the end of the year will be \$23,331 and the contract can be renewed at that time.

Ayes: All

Noes: None

Motion Carried
APPENDICES

5. Town Engineer re Harlem Road Park Bike Track and Dirkson Park Basketball Court bid date

Motion by Supervisor Dickson, seconded by Councilman Bauer, to set a bid date of June 17, 2021 at 2:00 P.M. for the construction of a bike (pump) track at Harlem Road park and a basketball court at Dirkson park, and authorize the Town Clerk to advertise for bidding, noting drawings and specifications will be available starting on May 24, 2021 in the Town Clerk's Office.

On the question, Councilman Bauer would like to review the drawings and specifications for the purpose

of adjusting the plans to benefit the town. Highway Superintendent Adams was able to review the plans and believes the Highway Department will be able to assist with the basketball court construction.

Ayes: All Noes: None Motion Carried

6. Town Clerk re Appointment of Mary Elizabeth Hall as part-time Clerk Typist

Motion by Supervisor Dickson, seconded by Councilman Hanley, to appoint Mary Elizabeth Hall as part-time clerk typist at a rate of \$15 per hour effective May 18, 2021 contingent upon background check and drug test as outlined in Town Code Chapter 25 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

7. Town Clerk re Appointment of Lindsey Rose as part-time Clerk Typist

Motion by Supervisor Dickson, seconded by Councilman Hanley, to appoint Lindsey Rose as part-time clerk typist at a rate of \$15 per hour effective May 18, 2021 contingent upon background check and drug test as outlined in Town Code Chapter 25 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

8. Highway Sup't. re Title change for Michael Kempf to part-time Buildings & Grounds Laborer

Motion by Supervisor Dickson, seconded by Councilman Bauer, to terminate Michael Kempf as a part-time Sanitation Laborer and appoint him as a seasonal part-time Buildings & Grounds Laborer at a rate of \$12.50 per hour per the Blue-Collar effective May 17 – November 19, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Supervisor Dickson questioned why there is a reference to the Blue-Collar contract. Highway Superintendent Adams explained it was for consistency.

Amended motion by Supervisor Dickson, seconded by Councilman Bauer, to terminate Michael Kempf as a part-time Sanitation Laborer and appoint him as a seasonal part-time Buildings & Grounds Laborer at a rate of \$12.50 effective May 17 – November 19, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

Supervisor Dickson stated he will amend the motions to remove the reference to the Blue-Collar contract for the other part-time positions that follow.

9. Highway Sup't. re Title change for Andrew Comerford to part-time Sanitation Laborer

Motion by Supervisor Dickson, seconded by Councilman Bauer, to terminate Andrew Comerford as a part-time Buildings and Grounds Laborer and appoint him as a seasonal part-time Sanitation Laborer at a rate of \$13.75 per hour effective May 17 – November 19, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

10. Highway Sup't. re Appointment of Kyle Porteus as seasonal part-time Sanitation Laborer

Motion by Supervisor Dickson, seconded by Councilman Bauer, to appoint Kyle Porteus as a seasonal part-time Laborer in the Sanitation Department effective May 18, 2021 at a rate of \$13.75 per hour contingent upon completion of paperwork and passing of drug and alcohol testing and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

11. Highway Sup't. re Status change for part-time Buildings & Grounds Laborers to seasonal

Motion by Supervisor Dickson, seconded by Councilman Cantafio, to change the status of the following part-time Buildings & Grounds Laborers to seasonal at a rate of \$12.50 per hour effective May 17 – November 19, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel:

Justin Alley
Dylan Blanchard
Colin Horan
Jason Lehsten
Matthew Northern
Mason Smith

Matthew Amoia
Samuel Feneziani
Connor Houlihan
Zachary Lembke
Paul Olszewski
Jake Weber

Michael Baker
Anthony Holakowski
Wayne Kelm
Richard Mingle
Joseph Sitarek

Ayes: All

Noes: None

Motion Carried

12. Highway Sup't. re Status change for part-time Sanitation Laborers to seasonal

Motion by Supervisor Dickson, seconded by Councilman Bauer, to change the status of the following part-time Sanitation Laborers to seasonal at a rate of \$13.75 per hour effective May 17 – November 19, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel:

Jason Celli
Kenneth Hiam
Jesse Ladowski
Peter Walsh

Zachary Giacobello
John Janiga
Mitchell Mancuso

Ryan Haettich
Devon Kutzbach
Andrew Sandel

Ayes: All

Noes: None

Motion Carried

13. Highway Sup't. re Vehicle purchase – Buildings & Grounds Department

Motion by Supervisor Dickson, seconded by Councilman Hanley, to authorize the Highway Superintendent to complete a mini bid via NYS Office of General Services contract award No. 23166 for the purchase of two new pickup trucks with plows for the Buildings & Grounds Department, noting funds are available in the equipment line 01711000.50200.

Ayes: All

Noes: None

Motion Carried

14. Chief Denz re Part-time Public Safety Dispatcher hourly rates

Motion by Supervisor Dickson, seconded by Councilman Hanley, to set the hourly rate for the part-time Public Safety Dispatch positions at \$20 per hour, with premium pay for hours worked on holidays recognized by the town set at time and a half effective payroll No. 11, May 16, 2021, noting there are sufficient funds in the 2021 budget line Salary of Public Safety Dispatcher – Part-time 01.3120.0148.

On the question, Assistant Chief Baker stated the Police Department currently has seven part-time Public Safety Dispatchers at the rate of pay of \$15 per hour. The department has recently lost dispatchers to other job offers. Public Safety Dispatchers tend to be overlooked in the emergency services of the town; however, they are the first point of contact for all emergency calls and the department would like to recruit the most qualified candidates.

Supervisor Dickson questioned the pay rates of other municipalities. Assistant Chief Baker stated Public Safety Dispatchers in Orchard Park start at \$22 per hour and receive a yearly raise that matches the full-time positions, and in East Aurora they start at \$17.30 and receive annual raises. Some candidates with experience in the field declined positions due to the pay rate. Supervisor Dickson stated the money is available in the Police Department's budget.

Councilman Bauer observed the last round of hiring included two previous dispatchers that are now police officers. Assistant Chief Baker confirmed this and added another dispatcher recently joined the U.S. Border Patrol.

Ayes: All

Noes: None

Motion Carried

15. Director of Finance re Budget transfer – Traffic Safety

Motion by Supervisor Dickson, seconded by Councilman Bauer, to authorize a budget transfer in the amount of \$1,605.00 from Contingency line 01.1990.0480 to Traffic Control – Equipment Repair & Maintenance 01.3310.0443 to cover the emergency signal repair due to wind damage on February 22, 2021.

Ayes: All

Noes: None

Motion Carried

16. Director of Finance re Budget transfer – Recreation

Motion by Supervisor Dickson, seconded by Councilman Hanley, to authorize a budget transfer in the amount of \$2.00 from Sports / Recreation Equipment 01.7140.0230 to Recreation – Membership Dues & Mandated Training 01.7140.0414 to cover budget line shortages.

Ayes: All

Noes: None

Motion Carried

17. Director of Finance re Budget amendment – vehicle/equipment auction proceeds

Motion by Supervisor Dickson, seconded by Councilman Bauer, to adopt the following resolution authorizing the following budget amendment:

WHEREAS, on January 25, 2021, a motion was carried for specific Town vehicles and equipment to go to auction/disposal;

WHEREAS, the aforementioned vehicles and equipment were put up for auction with Auctions International, with the auctions closing on 4/6/2021;

WHEREAS, Auctions International generated and remitted net sales of \$46,070.00 to the Town;

NOW, THEREFORE, be it

RESOVLED, that the Town Board does hereby authorize the following 2021 budget amendment to increase the appropriate General Fund and Highway Fund revenue and expenditure lines for the receipt of the vehicle/equipment auction proceeds:

<u>ORG</u>	<u>OBJ</u>	<u>INCREASE</u>
01816000	50200	9,600
01711000	50200	2,950
01762000	50200	640
02511000	50430	350
02511000	50200	<u>32,530</u>
		46,070
01000100	42665	13,190
02000200	42665	<u>32,880</u>
		46,070

Ayes: All

Noes: None

Motion Carried

18. Recreation Supervisor re Status change for Joseph Drajem to seasonal

Motion by Supervisor Dickson, seconded by Councilman Bauer, to change the status of part-time Youth Service Coordinator Joseph Drajem to seasonal effective May 30 - September 4, 2021 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

19. Recreation Supervisor re Summer programs and employment

Motion by Supervisor Dickson, seconded by Councilman Piekarec, to limit the Summer Day Camp enrollment to fifteen campers.

Ayes: All Noes: None Motion Carried

Motion by Supervisor Dickson, seconded by Councilman Hanley, to appoint the following individuals as part-time seasonal Recreation Attendants for the Summer Day Camp program at the pay rates and bonuses as indicated effective June 1 – September 1, 2021 contingent upon their attendance at mandatory orientations, training, and passing of drug screening, physical, and background check and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel:

\$14 per hour, \$250 bonus:
Gabrielle Gojewski
Brandon Hoth
Emily Kraus

\$14.50 per hour, \$250 bonus:
Evan Koehler
Alexandra Marshall
Amanda Putnam
Jacqueline Scheer
Jackie Young

\$16 per hour, \$400 bonus:
Zachary Marshall

\$16.50 per hour, \$500 bonus:
Felicia Urbanczyk

Ayes: All Noes: None Motion Carried

Recreation Supervisor Masset announced that due to current leadership availability the large pool at Veterans Park will be open on the limited schedule of Monday through Thursday 2 P.M. to 7 P.M

Motion by Supervisor Dickson, seconded by Councilman Hanley, to appoint the following individuals as part-time seasonal Lifeguards at the Veterans Park Pool at the pay rates and bonuses as indicated and appoint Jessica Pitrowski as part-time seasonal Recreation Supervisor at the rate of \$16 per hour with a \$500 bonus effective June 1 – September 1, 2021 contingent upon their attendance at mandatory orientations, training, and passing of drug screening, physical, and background check and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel:

\$14 per hour, \$250 bonus:
Megan Clemens

Ronald Cole III

Claire D'Amore

Juliana Drews

Julia Hise	Sophia Manzella	Meghan Sainsbury	Josie Slater
Abigail Wierczorek	Joshua Wier		
<u>\$14.50 per hour, \$250 bonus:</u>			
Samantha Balogh	Erin Blandin	John P. Brewster	Danielle Corless
David Damato	Carson Drews	Katelyn Dyson	Michael Gelinis
Jack Harper	Brady Harris	Samantha Kaufman	Hannah Lehsten
Alivia Murray	Elisabeth Murray	Christina Piotrowski	Kelsey Sainsbury
Allie Zier	Morgan Huber		

Ayes: All Noes: None Motion Carried

20. Town Attorney re Resolution for Street Sweeper

Motion by Supervisor Dickson, seconded by Councilman Bauer, to adopt the following resolution to finalize the contract and purchase of a 2020 Ravo 5i Series Street Sweeper from Northeast Sweepers:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 01 to the Master Lease Purchase Agreement dated as of May 17, 2021 between Town of West Seneca (Lessee) and ROC Leasing LLC dba Real Lease (Lessor).
2. Approval and Authorization. The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee’s behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Ayes: All Noes: None Motion Carried

10-C 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 - \$85,647.78 and \$11,894.31; Highway Fund - \$44,659.40; Sewer District - \$537,660.92 and \$2,526.37; Electric Lighting Districts - \$25.81 (vouchers 17345 – 18387 and 18032 - 18223)

Ayes: All Noes: None Motion Carried

10-D REPORTS FOR FILING

- Amy M. Kobler, Town Clerk’s report for April 2021 & Receiver of Taxes April 2021 & Return of Tax Collection reports received and filed.

- Jeffrey Schieber, Code Enforcement Officer, building & plumbing reports for April 2021 received and filed.

10-E DEPARTMENT REPORTS

- Engineering Department updates received and filed.
- Finance Department updates received and filed.
- Recreation Department updates received and filed.

ISSUES OF THE PUBLIC

- An Indian Church Road resident spoke about ongoing issues she has with damage to her front lawn from snowplows, traffic, trash, and parked vehicles and the notice she received ordering the removal of cinder blocks used to mitigate the damage; additionally, the vehicles on her neighbor's property obstruct the view of the road and create a dangerous situation pulling out of her driveway. Highway Superintendent Adams stated the road is owned by Erie County and the town would need to obtain permission before placing signage on it. Councilman Hanley stated he will follow up with Code Enforcement to personally review the situation.
- A resident had the following questions:
 - ✓ Is the town using three classrooms at the Mill Road school and is there a cost – Assistant Chief Baker confirmed the Emergency Management Team utilizes a few rooms for their operations at no cost to the town.
 - ✓ Is security present at all board meetings and is there a need at all board meetings – Councilman Piekarec confirmed security is also present at the Zoning and Planning Boards due to the large attendance and topics; the Police Department assesses the needs for each board, and it is precautionary due to events that have occurred across the country. Supervisor Dickson stated not all meetings present the need for the added security.
- Jim Manley, of the West Seneca Joint Veterans Committee, invites all residents to attend the Memorial Day Ceremony Monday, May 31, 2021 at 11 A.M. in the front of Town Hall, they will be rededicating the World War I, World War II, Korean War, and Vietnam War memorials; a Civil War living history event with a Civil War encampment along the Walkway of Freedom from 10 A.M. to 3 P.M.

COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

Recreation Supervisor Masset

- Two free tickets remain for the Shakespeare in the Park
- Splash pad hours will be 8 A.M. to 8 P.M. daily when completed

Councilman Piekarec

- First Farmers Market of the season was a success
- Complimented the youth baseball association for the installation of the homerun fencing
- Received a resignation from an Internal Audit Committee member, seeking a new member

Councilman Hanley

- The Gaelic association is deciding how to proceed with the championship location as the games resume

Supervisor Dickson

- Starting Wednesday, in accordance with NYS guidelines, masks will not be mandatory on town property
- School Board vote is tomorrow
- Next Town Board meeting will be Thursday, June 3, 2021 due to Memorial Day holiday

Assistant Chief Baker

- Warned the public about scam calls, please contact the Police Department
- Next basic Police Academy starts August 2, 2021 and requests the Supervisor's office to obtain the list of candidates, will need to begin the hiring process soon – Supervisor Dickson anticipates being able to hire three candidates this year.

Motion by Supervisor Dickson, seconded by Councilman Bauer, to authorize the Police Department to hire three police officers for the August Police Academy class.

Ayes: All

Noes: None

Motion Carried

ADJOURNMENT

Motion by Supervisor Dickson, seconded by Councilman Piekarec, to adjourn the meeting at 8:02 P.M.

Ayes: All

Noes: None

Motion Carried

AMY M. KOBLER, TOWN CLERK

TOWN OF WEST SENECA
LOCAL LAW NO. 3 OF THE YEAR 2021

A Local Law of the Town of West Seneca

Be it enacted by the Town Board of the Town of West Seneca,

Chapter 11
Youth & Recreation Commission

11.1 - Legislative Intent

The purpose of the Youth & Recreation Commission is to promote recreation and social programs in the Town of West Seneca by acting in an advisory capacity to the Town Board and by serving as a liaison between the Town Board, Recreation Department, and Town residents on programs, facilities, parks, and other matters pertaining to recreation. The Commission's main function is to develop a sense of community and enhancement of the Town resident's quality of life by providing recreational opportunities and social programs to youth and adults.

11.2 - Establishment of Youth & Recreation Commission

The Town Board of the Town of West Seneca hereby creates a commission which shall be known as the "Town of West Seneca Youth & Recreation Commission," hereinafter called the " Commission."

11.3 - Membership

A. All members shall be residents of the Town of West Seneca with a proven interest in serving the needs and interests of the Town's residents. The Commission shall consist of 9 voting members, as follows:

- (1) The West Seneca Recreation Supervisor;
- (2) Each Town Board Member (5) shall appoint one member each;
- (3) Three (3) members selected by the West Seneca Recreation Supervisor and approved by the Town Board – one (1) each from the parent organizations of the West Seneca School District at the elementary, middle, and high school level; and
- (4) The Highway Superintendent, Town Attorney and Town Finance Director shall serve as *ex officio* members of the Commission without voting rights.

B. Terms of membership. All terms expire after three years. Members may be reappointed to serve on the Commission.

For initial appointments:

Recreation 1	2021-2022
Recreation 2	2021-2023
Council 1	2021-2022
Council 2	2021-2022
Council 3	2021-2023
Council 4	2021-2023
Supervisor	2021-2023
Youth	2021-2022

following appointments every 3 years

C. *Ex officio* members without voting rights:

1. Recreation Supervisor
2. Highway Superintendent
3. Town Attorney
4. Director of Finance

D. Vacancies on the Commission shall be filled in the same manner as the original appointment, except that a vacancy occurring other than by the expiration of term of office shall be filled only for the remainder of the unexpired term.

11.4 - Selection of Chairman and Recording Secretary

At the first meeting of the Youth & Recreation Commission, its members shall elect from among themselves a Chairman and Recording Secretary. The Commission shall maintain Roberts Rules of Order and/or follow any Town of West Seneca procedures and policies for meetings. It shall keep accurate records of its meetings and activities and shall file an annual report as provided in § 11-5 of this chapter.

11.5 - Powers and Duties of Members

The powers and duties of the Youth & Recreation Commission shall be to:

- A. Complete a survey of Town residents to assess the recreational needs and interests in West Seneca using the information obtained in the survey.
- B. Develop a master plan for recreation, including parks, facilities, and programs that meet the future needs of the community, including recommending any acquisitions, design and improvement of current and future facilities.

- C. Recommend all service, participation, registration and admission fees.
- D. Provide well researched and well thought out recommendations to the Town Board to enhance and/or expand recreation. The Commission may be tasked with carrying through these recommendations, if approved by the West Seneca Town Board.
- E. The Commission shall put on various community events and assist the Recreation Department by volunteering at other programs and events.
- F. The Commission works to establish and maintain cooperative relationships with community partner and other local recreation groups and agencies.
- G. Hold meetings on a quarterly basis at a minimum.
- H. Three (3) unexcused absences in a period of one (1) year may be regarded as grounds for termination of Recreation Commission membership. A determination of excused/unexcused absences shall be made by the Town Board.
- I. Develop and maintain a capital plan to enhance recreation opportunities for all residents of all ages.
- J. Increase community input.
- K. The members must work closely with the Town Board, Recreation Supervisor, and Highway Superintendent.
- L. Adopt suitable rules of conduct for use of all recreational facilities and the conduct of all persons while on or using the same.

11.6 - Reports

The Youth & Recreation Commission shall submit an annual report to the Town Board no later than the April 1st each year. The report must include a detailed summary of the activities and work of the Commission for the past year, including but not limited to, any recommendations made and the outcome of those recommendations, all programs/events that took place, fees collected, etc. From time to time, the Commission may be asked by the Town Board to submit an interim report, as may be necessary to fulfill the purposes of this Chapter. Interim reports shall be due 30 days from the date requested by the Town Board.

11.7 - Compensation and Expenses

The members of the Commission shall receive no compensation for their services as members but may be reimbursed from funds raised by and held for the benefit of the Commission for reasonable and necessary expenses incurred in the performance of their duties. All funds must be held in an account established and

maintained by the Town Finance Department. The Commission must follow the Towns Purchasing Policy and vendor payment policy.

11.8 - Open Meetings

The Commission shall be subject to the New York State Open Meeting Law. As such, the meeting shall be public meetings and minutes shall be taken. =

11.9 - Town Policies

All members of the Commission shall abide by the Town of West Seneca Ethics Code, Whistleblower Policy, and Social Media Policy.

11.10 - Construction

This Chapter shall be deemed an exercise of the powers of the Town of West Seneca to preserve and improve the quality of life on behalf of the present and future inhabitants thereof. This Chapter is not intended and shall not be deemed to impair the powers of any other public corporation.

11.11 - When Effective

This Chapter shall become effective immediately upon its enactment by the Town Board after proper filing, including filing with the office of the State Comptroller and the Office of the Secretary of State.

Behavioral Health Team

Agreement between Endeavor Health Services and the Town of West Seneca

This Agreement, effective June 1, 2021, by and between the Town of West Seneca (hereinafter the "Town"), a New York municipal corporation with its principal office located at 1250 Union Road, West Seneca, New York 14224, and Endeavor Health Services (hereinafter "Endeavor"), located at 1526 Walden Avenue Cheektowaga, New York 14225.

RECITALS

WHEREAS, Endeavor is fully qualified, capable and willing to provide behavioral health and crisis intervention services, as more fully described below, to individuals referred to it by the Town during emergency calls; and

WHEREAS, the Town desires to have such services provided by Endeavor.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the sufficiency of which the parties acknowledge, the parties agree to the terms and conditions of this Agreement as follows:

ARTICLE I. RESPONSIBILITIES OF ENDEAVOR

Section 1.1 REPRESENTATIONS AND WARRANTIES: Endeavor represents and warrants, for itself and each of its employees, agents and independent contractors that provide services, that at all times during the term of this Agreement they shall: (i) be currently and properly licensed and/or certified to provide services in the State of New York; (ii) be fully capable and qualified to provide the services described herein; (iii) be enrolled as a provider in good standing with such third party payers as the Town may reasonably require; (iv) not be excluded from participating in any federal or state health care program, and/or not employ or contact and person(s) so excluded; (v) notify the Town immediately in writing of any change in status of any of the representations and warranties contained in this Section.

Section 1.2 DESCRIPTION OF SERVICES:

Endeavor shall embed a behavioral health clinician in the Police Department of the Town to form a Behavioral Health Team ("BHT"), as part of a co-responder model. Utilizing evidence-based practices of WRAP[®] and CIT training, the BHT will provide immediate screening, assessment, follow-up, and linkage to appropriate services for people in need of support due to mental illness, substance abuse, poverty, domestic violence, homelessness, abuse, and/or trauma (hereinafter "Services").

Section 1.3 PERFORMANCE OF SERVICES: The manner in which the Services are to be performed and the specific hours to be worked by Endeavor shall be mutually agreed upon by both parties.

Section 1.4 REFERRALS: Endeavor shall accept referrals from the Town of individuals in need of behavior health and crisis intervention services, including, but not limited to, mental health and/or substance abuse treatment, community linkages or care coordination. The parties shall fully comply with the federal Anti-Kickback Statute (42 U.S.C. section 1320a-7b) and State Anti-Kickback Statute (NY Social Services Law section 366-d).

Section 1.5 CORPORATE COMPLIANCE: Endeavor shall be responsible for its own corporate compliance including, but not limited to, utilizing and maintaining compliant documentation and billing of its services.

Section 1.6 QUALITY OF SERVICES: Endeavor shall carry out quality and ethical services by following all applicable regulations and regulatory guidelines.

Section 1.7 INSURANCE: During the term of this Agreement, Endeavor, at its sole cost, shall maintain, the following limits of insurance:

- | | | |
|----|---|---|
| a. | Workers' Compensation and Disability Employer's Liability | New York State Statutory Unlimited in New York |
| b. | Commercial General Liability, including Products Liability, Completed Operations Liability, Bodily Injury and Property Damage | \$1,000,000 per occurrence
\$3,000,000 aggregate |
| c. | Excess/Umbrella Liability | \$1,000,000 per occurrence |
| d. | Professional Liability | \$1,000,000 per claim made |

The coverage for insurance under paragraph 1.7 (b) and (c) shall name the Town as an additional insured. Such policy or policies shall provide for both the defense and indemnification of the Town and will act as the primary insurance for any costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures, or other damages resulting from Endeavor's failure to perform its obligations hereunder or to the extent attributable to its negligent and/or unlawful acts and omissions. Endeavor agrees to notify the Town in writing no less than thirty (30) days prior to the cancellation, modification or non-renewal of any insurance coverage. Endeavor is responsible for ensuring a current certificate of insurance in good standing on file at the Town's Legal Department at all times. Notwithstanding the foregoing, the Town shall remain liable for direct damages resulting from its negligence.

ARTICLE II. COMPENSATION

Section 2.1 PAYMENTS: The Town agrees to make payments to Endeavor to cover the budgeted amount of \$23,331.00, to be paid in seven (7) monthly installments of \$3,333.00 each, the first such installment to be paid on May 24, 2021 and monthly thereafter until paid in full. Endeavor will send an invoice for payment to the Town on the 15th of each month for the following month.

Section 2.2 EXPENSE REIMBURSEMENT: The Town agrees to reimburse Endeavor for any expenses that are mutually agreed upon by both parties.

ARTICLE III TERM AND TERMINATION

Section 3.1 TERM: The term of this Agreement shall be for seven (7) months commencing on June 1, 2021 (the "Term"). The parties shall have the option to renew this Agreement for a one (1) year term in a supplemental written agreement.

Section 3.2 TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party, without cause, upon ninety (90) days written notice to the other party.

Section 3.3 TERMINATION FOR CAUSE: In the event either party to this Agreement breaches a material term of this Agreement and such breach remains uncorrected for a period of ten (10) days after written notice of said breach is given by the other party, then this Agreement may be immediately terminated without further written notice. Such termination will be effective upon receipt of such notice. The Town can immediately terminate this Agreement by written notice if (1) Endeavor violates any of the representations and warranties contained in Section 1.1 of this Agreement, and/or (2) Endeavor in any way jeopardizes the health or welfare of any Town residents. Such termination will be effective upon receipt of such notice.

ARTICLE IV RELATIONSHIPS

Section 4.1 INDEPENDENT CONTRACTOR: In the performance the Services provided by this Agreement, it is understood and agreed by both parties that no relationship of employer and employee is created by this Agreement. Endeavor agrees that at all times it is performing its obligations under this Agreement as an independent contractor. Endeavor shall not have any claim under this Agreement or otherwise against the Town for vacation pay, sick leave, retirement benefits or employee benefits of any kind.

Section 4.2 Endeavor, including any of its officers, agents or employees will not, at any time, hold itself out as an agent, officer or employee of the Town.

Section 4.3 Endeavor's officers, agents and employees who perform Services for the Town under this Agreement shall also be bound by the provisions of this Agreement. Endeavor shall, at the request of the Town, provide adequate evidence that said officers, agents, and employees have successfully passed all required background checks required by federal, state and local laws and regulations.

ARTICLE V INDEMNIFICATION

Section 5.1 Endeavor shall hold the Town, its officers, agents, and employees, harmless and fully indemnify it for and against any costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures, or other damages resulting from its failure to perform its obligations under this Agreement or to the extent attributable to its negligent and/or unlawful acts or omissions.

Section 5.2 Both parties acknowledge that there is a COVID-19 public health emergency. Endeavor will ensure its officers, agents, and employees adhere to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of Endeavor to be abreast of any changes to aforementioned guidelines and rules.

ARTICLE VI CONFIDENTIALITY AND OWNERSHIP OF RECORDS

Section 6.1 Each party shall comply with all federal and state confidentiality laws including, but not limited to, the Health Information Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009.

Section 6.2 Each party may from time to time during the course of this Agreement, receive confidential information about the other including, but not limited to, information about the other's records, practices, procedures, strategies, organization, finances and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the express written permission of the supplying party. If a party is served with a subpoena or other legal process concerning confidential information of the other party, the receiving party shall immediately (not more than forty-eight (48) hours after receipt) notify the other party and shall cooperate with the other party in any lawful effort to contest the legal validity of such process the receiving party may wish to pursue. Any legal action taken will be performed by and the cost associated therewith the responsibility of the receiving party.

Section 6.3 CONFIDENTIALITY AFTER TERMINATION: The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Section 6.4 RETURN OF PROPERTY: Upon termination of this Agreement, Endeavor shall immediately deliver to the Town, any and all records, notes, data, memoranda, models, and equipment of any nature that are in Endeavor's possession or under Endeavor's control that are the property of the Town or relate to Town business. Conversely, the Town shall immediately deliver to Endeavor, any and all records, notes, data, memoranda, models, and equipment of any nature that are in the Town's possession or under the Town's control and that are Endeavor's property or relate to Endeavor's business. The content of these items will be detailed at the time of termination.

ARTICLE VII MISCELLANEOUS

Section 7.1 NON-DISCRIMINATION: The parties agree that all Services provided under this Agreement shall be in compliance with all applicable federal, state and local laws, rules and regulations, and with standard imposed upon her specialty. The parties shall provide services without regard to the race, creed, religion, national origin, gender, disability, marital status, blindness, age, or sexual preference.

Section 7.2 MARKETING, ADVERTISING AND PUBLICITY: The parties to this Agreement reserve the right to use and control the use of its name and all symbols, trademarks, and service marks presently existing or later established by it. Neither party shall use the other party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of that party.

Section 7.3 HEADING AND EXHIBITS: The article and section headings in this Agreement are used solely for the convenience and shall not be deemed to limit the subject of such article or section and shall not be considered in their interpretation. Any reference in this Agreement to an article, section or exhibit is a reference to an article, section, or exhibit of this Agreement.

Section 7.4 GENDER AND NUMBER: Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neutral, and plural of all words shall include the singular and plural.

Section 7.5 SEVERABILITY: In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this remainder of Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

Section 7.6 ASSIGNMENT: The parties shall not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written permission from the other party.

Section 7.7 NO WAIVER: The failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

Section 7.8 CHOICE OF LAW: The parties agree that New York Law shall govern all terms of this Agreement, including this Section. The parties expressly submit themselves to the personal jurisdiction of the State of New York. The parties agree that any legal action commenced relative to this Agreement will be commenced in New York State Supreme Court, and the County of Erie shall be the venue.

Section 7.9 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understandings, whether oral or written. This Agreement and any amendment(s) hereto may be signed in separate identical counterparts, each of which shall be deemed an original and both of which together shall constitute a single agreement. This Agreement and any amendment(s) may be in the form of an electronic document and signed by an electronic signature pursuant to the State Technology Law and the federal Electronic Signatures in Global and National Commerce Act.

Section 7.10 AMENDMENTS: Any amendments to this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

Section 7.11 NOTICES: A notice required to be given pursuant to any provisions of the Agreement shall be given in writing, and deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or by a recognized overnight courier service, addressed to the signers of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

TOWN OF WEST SENECA, NEW YORK

Gary A. Dickson, Supervisor

ENDEAVOR HEALTH SERVICES

Elizabeth L. Mauro, CEO

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of _____, in the year 2020, before me, the undersigned, personally appeared Gary A. Dickson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of _____, in the year 2020, before me, the undersigned, personally appeared Elizabeth L. Mauro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public