

14-B COMMUNICATIONS

2. Town Attorney re Professional Services Agreement with WNY Insurance Agency, LLC
- Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize the Supervisor to execute the necessary documents to enter into a professional services agreement with WNY Insurance Agency, LLC to provide professional and technical skills to plan, organize, coordinate and implement a program to close certain workers' compensation claims, noting the town will pay WNY Insurance Agency, LLC \$2500 to commence the work and 10 percent of annual savings attributable to each claim closed as a result of their review and program implementation.

On the question, Councilman Hanley stated he was abstaining from voting on this item because of his personal use of the company.

Ayes: (2) Councilman Hart, Supervisor Meegan

Noes: None

Abstentions: (1) Councilman Hanley

Motion Carried

3. Town Attorney re Agreement with SRF Associates for Union Road traffic study
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to execute the necessary documents to enter into an agreement with SRF Associates which incorporates the terms of the attached Corridor Study Proposal, noting the agreement will be subject to legal review and the scope of the work shall not exceed \$23,450.

On the question, Councilman Hart stated this is the first step in executing the Comprehensive Plan and will improve the town's eligibility for grant money. The goal is to slow down Union Road traffic between Center Road and the bridge by Southgate Plaza and create a more walkable community.

Ayes: All

Noes: None

Motion Carried
APPENDICES

4. Highway Sup't. re Appointment of seasonal part-time laborers in Buildings & Grounds Department
- Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Daniel Barone, Andrew Block, and Patrick Otto as part-time seasonal laborers in the Buildings and Grounds Department effective July 26 – September 15, 2016 at a rate of \$9 per hour contingent upon the 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

14-B COMMUNICATIONS

5. Chief Denz re Resignation of Gary M. Pauly as part-time Court Security Officer
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to accept the resignation of Gary M. Pauly and terminate him as part-time Court Security Officer effective July 13, 2016 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
6. Town Clerk re Status change and rate increase for part-time clerks
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to change the status of part-time clerks Margaret Pomana and Ellen Zawodzinski to part-time seasonal effective August 1 – October 28, 2016 and increase their hourly rate to \$14 effective August 1, 2016 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
7. Youth Service Coordinator re Termination of Recreation summer staff
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate part-time seasonal recreation attendants Morgan Acapelo, Bailey Morgante, Erika Przybyla, Cassandra Webber, Alexis Domros and Eric Kalenda effective July 26, 2016 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
8. Youth Service Coordinator re Annual Queen of Heaven 5K event
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to execute the necessary documents to enter into an agreement with the Diocese of Buffalo and Queen of Heaven Church to host their annual Run, Walk, Roll Against Bullying 5K on October 1, 2016.

On the question, Councilman Hanley stated he received a phone call from a Main Street resident asking that alternate routes be looked at for races. The caller stated a number of races have been held this year and it inconveniences the residents. Chief Denz commented only one complaint was received out of all the residents affected.

Ayes: All Noes: None Motion Carried

ISSUES OF THE PUBLIC

Susan Kims commented/questioned the following issues on behalf of Beverly Leising:

- Questioned if the town will be holding the school supply drive again this year. Supervisor Meegan responded she will coordinate with the school district for a school supply dropoff again this year.
- Questioned who is doing the work replacing street lights and what happens with the old bulbs. Supervisor Meegan responded South Buffalo Electric is currently working in Zone 1. Bulbs are collected and disposed of in accordance with environmental laws.
- Commented that street signs on Mill Road and other streets are obstructed by branches. Highway Supt. Matthew English stated his department has a crew that trims trees.
- Commented on improper placement of totes causing the driver to stop and reposition the tote and expressed concern that this is costing the town more money. She suggested making stickers for the totes indicating proper placement. Highway Supt. Matthew English responded the contract is based on the number of stops, not the time it takes for collection; stickers would be an additional cost to the town.
- Questioned if lifeguards are given authority to enforce rules. Supervisor Meegan responded the pool supervisor and lifeguards enforce the rules.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

TOWN EMPLOYEES COMMENDED

Councilman Hanley read a letter from Susan Kims thanking the Town Board and town employees for their hard work and dedication to making the town a great place to live.

GIRLS WORLD SERIES SOFTBALL EVENT

Supervisor Meegan commented on the Girls World Series Softball event in which West Seneca partnered with the Town of Amherst and the City of Buffalo to host 100 teams from across the nation. She received numerous compliments on the fields and town employees from the Buildings & Grounds and Highway Departments. Supervisor Meegan noted that our own West Seneca Magic 16 and under team took first place in their bracket.

ZOMBIE HOMES

Supervisor Meegan received correspondence from the Attorney General's office offering assistance on zombie homes; however, after reviewing the list of opportunities, the town has already implemented five out of six (i.e. Housing Inspector, Housing Court). Supervisor Meegan commented any funding that could be put toward the budget for current salaries or the cost of demolitions would be welcomed. Code Enforcement Officer John Gullo agreed and stated the town is ahead of the curve on these actions.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

COMPUTERS AT SENIOR CENTER

Senior Recreation Therapist of Senior Services Mary Josefiak stated she received quotes on computers for the senior center and will be forwarding this information to the board members for their review and approval.

RECREATION PROGRAMS UPDATE

Lauren Masset reported day camp is going well and reminded all about the upcoming Movie in the Park nights on August 5th and 19th.

UPCOMING EVENTS

Code Enforcement Officer John Gullo announced the following upcoming events:

- Erie County drug drop off Tuesday, August 2nd, 10 A.M. to 6 P.M. at the Erie County Emergency Services Training and Operations Center, 3359 Broadway, Cheektowaga
- Disaster Office will be participating with WNY Psychiatric Center for a disaster drill on Wednesday, July 27th, at 9:30 A.M.

HUNTING LICENSES

Town Clerk Jacqueline Felser announced that hunting licenses go on sale August 1st and the deadline for deer management permits is October 1st.

POLICE DEPARTMENT UPDATES

Chief Denz thanked the community for their support during the power outages. Supervisor Meegan also recognized the fire departments and Code Enforcement Officer John Gullo for their assistance.

Chief Denz stated Rev. Engels will be holding a police vigil on Monday, August 1st at noon on the hill next to Town Hall. Supervisor Meegan reminded everyone to wear blue that day.

RECOGNITION OF TOWN JUSTICE SHANNON E. FILBERT

Councilman Hanley recognized Town Justice Shannon E. Filbert on receiving the Michael F. Dillon award for her distinguished service to the Attorneys for Children Program in the Eighth Judicial District.

CELEBRATE SUMMER EVENT

Councilman Hart announced the Lion's Club, Kiwanis Club and West Seneca Women's Club "Celebrate Summer" event to be held Thursday, July 28th at 5:00 P.M. at Veteran's Memorial Park. The farmers' market will also be set up around the band shell that night.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

EXECUTIVE SESSION

Motion by Supervisor Meegan, seconded by Councilman Hanley, to recess to executive session at 3:40 P.M. to discuss four personnel and contractual issues.

Ayes: All

Noes: None

Motion Carried

The board members returned from executive session at 5:15 P.M.

ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 5:15 P.M.

Ayes: All

Noes: None

Motion Carried

JACQUELINE A FELSER, TOWN CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this ___ day of July, 2016, 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 WNY Insurance Agency, LLC ("WNY") a limited liability company organized and existing under the laws of the New York, with offices located at 93 Diane Drive, West Seneca, New York.

WHEREAS, the Town in its continued daily efforts to achieve savings for its taxpayers has recognized that reviewing its open workers' compensation claims provides an opportunity for savings; and

WHEREAS, the Town recognizes that it requires professional services to perform a comprehensive review of its open workers' compensation claims ; and

WHEREAS, WNY possesses a variety of professional and technical skills to provide support to the Town by providing services to plan, organize, coordinate and implement a program to review all open workers' compensation claims.

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

1. SERVICES TO BE RENDERED; FIXED COST & INCENTIVE BASED

- 1.1 Services of WNY: WNY agrees to review the Town's open workers' compensation claims and implement a program to relieve the Town of any and all claims subject to closure.
- 1.2 Mobilization Cost: A portion of compensation under this Agreement is a one-time mobilization payment of TWO THOUSAND FIVE HUNDRED (\$ 2,500.00).
- 1.3 Incentive Based Compensation: WNY shall be entitled to compensation in the amount of 10% of annual savings attributable to each claim closed out as a result of their review and program implementation.
- 1.4 Monthly Reports: WNY shall provide the Town with a monthly report of its services, and at the request of the Town, shall meet with its representatives to review ongoing initiatives and progress. WNY shall also provide invoices monthly setting for its basis for compensation set forth in paragraph 1.3.

2. COMMENCEMENT; TERM

- 2.1 Commencement Date: Performance of Services shall begin on August 1, 2016.
- 2.2 Term: The Term of this Agreement shall be from August 1, 2016 through July 31, 2017. It shall renew automatically thereafter for one (1) year, unless it is terminated by written notice by either party at least thirty (30) days prior to end of the term.

3. PERSONNEL

- 3.1 Personnel: WNY 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 Status as Independent Contractor: WNY and its personnel shall not be employees of the Town for any purpose. WNY shall have sole responsibility to employ, supervise and pay such employees, professionals, subcontractors and subconsultants 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 subconsultant of WNY for the payment of wages, fees, taxes, withholding, workmen's compensation, unemployment insurance, or any other form of remuneration that would signify an employer/employee relationship between the Town and WNY or any employee, professional, principal, subcontractor or subconsultant of WNY.

4. TERMINATION FOR CAUSE

- 4.1 Events of Default: Any one or more of the following acts or omissions by WNY shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- a. Failure to maintain the records required hereunder or to permit access thereto;
 - b. 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: Upon the occurrence of any Event of Default, the Town shall thereupon have the right to terminate this Agreement by giving written notice to WNY of such termination and specifying the effective date thereof at least fourteen (14) days before the effective date of such termination

5. RECORDS AND AUDITS

WNY 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. WNY 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 WNY. Such changes shall be mutually agreed upon by and between the Town and WNY, shall be incorporated in written amendments to this Agreement.

7. ASSIGNABILITY

WNY 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 WNY 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 Section 1.2 of this Agreement shall be made to WNY by the Town upon execution of this Agreement by both parties.

10. INDEMNIFICATION

WNY will defend, indemnify, save 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 WNY, its officers, agents, subconsultants, servants, or employees: provided however, that WNY 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 WNY, 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.

TOWN OF WEST SENECA

By: _____

Title: _____

WNY INSURANCE AGENCY, LLC

By: _____

Title: _____